



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Page 1 of 18

Ref: PSER:SCT:NKP-F2038:7946

Date: 13-03-2020

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through **E-Procurement Portal** <https://bhel.abcpurchase.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. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
1.0	TENDER NO	PSER:SCT:NKP-F2038:20
2.0	NAME OF JOB	Providing One (1) no. Mid Range Heavy Lift hydraulic crawler crane on monthly rental basis having Lattice Boom & Luffing Jib, with Lifting capacity below hook 12MT (min) at 30 m radius with Main Boom & Luffing Jib combination to obtain clear height below Hook of 115 m above ground for 3x660 MW North Karanpura STPP, Tandwa, Jharkhand.
3.0	DETAILS OF TENDER DOCUMENT	
3.1	Volume-I	<i>General conditions of contract- Applicable.</i>
3.2	Volume-IB	<i>General conditions of contract (service) - Not applicable.</i>
3.3	Volume-IC.	<i>Special conditions of contract (supply) – Not applicable.</i>
3.4	Volume-ID.	<i>Special conditions of contract (service) – Not Applicable (clubbed with Volume-II).</i>
3.5	Volume-IE.	<i>Not applicable.</i>
3.6	Volume-II.	<i>Scope, Special Terms And Conditions Of The Contract -Applicable</i>
3.7	Volume-III.	<i>Price schedule, Rev-00 - Applicable.</i>
4.0	ISSUE OF TENDER DOCUMENTS	<i>This is an E-tender floated online through our E-Procurement Site https://bhel.abcpurchase.com. Start date of the tender: 13-03-2020.</i>
5.0	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 27-03-2020, Time: 15-00 Hrs. IST The bidder should respond by submitting their offer online in our e-Procurement platform at https://bhel.abcpurchase.com only. Offers are invited in two-parts only. Hard copy bid or bids through email/ fax shall not be accepted.</i>
6.0	OPENING OF TENDER	<i>Date: 27-03-2020. 1 hours 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.</i>
7.0	EMD AMOUNT	<i>Rs. 2,93,748/-</i>
8.0	COST OF TENDER	<i>Rs. 2,500/-</i>
9.0	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 07-03-2020 Along with soft version also, addressing to undersigned & to others as per contact address given below</i>
10.0	SCHEDULE OF Pre Bid	<i>Not Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398236

	Discussion (PBD)	
11.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Not Applicable</i>
12.0	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & CPP portal →Tender Notice) & E-Procurement Site https://bhel.abcprocure.com and not in the newspapers. Bidders to keep themselves updated with all such information.

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly digitally signed, 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. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office, on any working day; and in such case copy of Cash receipt is to be enclosed with the 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 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 7.0 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. (To be attached in relevant Attachment section)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section) Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached in relevant attachment section of the e -procurement portal . It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

	loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria. 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.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. (To be attached in relevant Attachment section)	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT (To be attached in relevant Attachment section)	
vii.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
viii.	Volume – I : General Conditions of Contract (GCC) (To be attached in relevant Attachment section)	
ix.	Volume – II : Technical specification along with Special conditions of contract (To be attached in relevant Attachment section)	
x.	Volume–III – Schedule-I- (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section)	
xi.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	

PART-I B	EMD/ COST OF TENDER	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

PART-II	PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID- – Schedule-I- (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.	

6.0 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.
- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Since the job shall be executed at site, bidder must visit site/work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 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 postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 11.0 BHEL may decide holding pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 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.
- 9.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (11.0) of 1 above.
- 10.0 The Bidder has to satisfy the Pre Qualifying Requirements (as applicable) stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 11.0 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 a case, price bid (Volume-III) uploaded in E-Procurement Site <https://bhel.abcprocure.com> will be opened.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

- 12.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) or specified otherwise in the tender.
- 13.0 Reverse Auction (RA): NOT APPLICABLE
- 14.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 15.0 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.
- 16.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 17.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
- 'Stand alone' bidder cannot become a 'prime bidder' or a 'consortium bidder' in a consortium bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 18.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements" duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 20.0 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).

l) 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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

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 and/ or under applicable legal provisions.

- 21.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 12 to 24 Months/ Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest “Guidelines for Vendor Evaluation” is web based quality, safety & HSE”; standard T&P hire charges shall be available at site and shall be given to the successful vendors/subcontractors during execution.
- 22.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

- 23.0 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 and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 24.0 Annexure-A -Amendment to GCC shall be read in conjunction with GCC-Volume-I. This Annexure-A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.
- 25.0 Annexure-B - Terms & conditions of Reverse Auction: NOT APPLICABLE
- 26.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.
- 27.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.
- 28.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.

29.0 Integrity Pact (IP) – NOT APPLICABLE

30.0 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.
In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

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

32.0 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.

33.0 Order of precedence

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

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid-(VOL-III)
- Technical conditions & Special conditions of contract (TS & SCC)-VOL-II.
- General conditions of contract (GCC)-VOL-I.

for BHARAT HEAVY ELECTRICALS LTD

Dy. Manager (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake City, Kolkata – 700 091
	Phone no	033-2339 8235(D)/ 8225/ 8226/ 8000.
	FAX no	033-2321 1960
	e-mail	k.anish@bhel.in / subrata.sen@bhel.in

Enclosure

- Annexure-1: Pre-Qualifying criteria.
- Annexure-2: Format for No-deviation certificate.
- Annexure-3: Format for seeking query.
- Annexure-4: Check-list.
- Annexure-A - Amendment to GCC.
- Annexure –C-CA certificate Format.
- Annexure –D- Specific Clause w.r.t. BOCW Act & Cess Act
- Annexure-E- Statewise GST Registration nos.
- Annexure– CPP-GST/I.
- Tender document as per above details (Separate).

ANNEXURE-1**PRE-QUALIFYING CRITERIA**

JOB	Providing One (1) no. Mid Range Heavy Lift hydraulic crawler crane on monthly rental basis having Lattice Boom & Luffing Jib, with Lifting capacity below hook 12MT (min) at 30 m radius with Main Boom & Luffing Jib combination to obtain clear height below Hook of 115 m above ground for 3x660 MW North Karanpura STPP, Tandwa, Jharkhand.
TENDER NO.	PSER:SCT:NKP-F2038:20

SL NO	CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER RS. 44.06 LAKHS DURING LAST 3 (THREE) YEARS, ENDING ON 31.03.2019 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 LAST THREE FINANCIAL YEARS ENDING ON 31.03.2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31.03.2019 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE 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.
2.0	BIDDER SHOULD BE INVOLVED IN THE BUSINESS OF PROVIDING HEAVY LIFT CRAWLER/ TYRE MOUNTED CRANE ON RENTAL BASIS OR HANDLING ERECTION WITH HEAVY LIFT CRAWLER/TYRE MOUNTED CRANE OR SUPPLY/MANUFACTURING OF CRANE DURING LAST SEVEN (7) YEARS AS ON LATEST DATE OF SUBMISSION OF OFFER. BIDDER TO SUBMIT RELEVANT SUPPORTING DOCUMENT.
3.0	BIDDER TO FURNISH DETAILS OF THE CRANE(S) I.E. CORRECT SPECIFICATION, MAKE OF CRANE ALONG WITH THE LOAD CHART AND RANGE DIAGRAM FOR THE OFFERED CRANE.
4.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.

NOTE:

A	BIDDER SHALL BE THE DIRECT OWNER OF THE CRANE OFFERED BY HIM AND FURNISH DOCUMENTS AS EVIDENCE OF OWNERSHIP OF THE CRANE. THIRD PARTY OWNERSHIP IS NOT ACCEPTABLE.
B	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.
C	BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.
D	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.

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	Providing One (1) no. Mid Range Heavy Lift hydraulic crawler crane on monthly rental basis having Lattice Boom & Luffing Jib, with Lifting capacity below hook 12MT (min) at 30 m radius with Main Boom & Luffing Jib combination to obtain clear height below Hook of 115 m above ground for 3x660 MW North Karanpura STPP, Tandwa, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-F2038:20
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-F2038:7946 Date: 13-03-2020.
	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, integrity pact (if applicable) and acceptance to reverse auctioning process.

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)

ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

JOB	Providing One (1) no. Mid Range Heavy Lift hydraulic crawler crane on monthly rental basis having Lattice Boom & Luffing Jib, with Lifting capacity below hook 12MT (min) at 30 m radius with Main Boom & Luffing Jib combination to obtain clear height below Hook of 115 m above ground for 3x660 MW North Karanpura STPP, Tandwa, Jharkhand.
TENDER NO	PSER:SCT:NKP-F2038:20

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

ANNEXURE - 4**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: Please tick (<input checked="" type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(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
21	Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR (Undertaking to be enclosed if not applicable)	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:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398236
--

Annexure –A

Amendment to GCC

1.

(l)	New clauses have been introduced under Volume-I-GCC superseding all pertinent clauses of risk and cost
1.1	<p>Risk and cost may be invoked in any of the following cases:</p> <p>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 supply does not appear to be executable within balance available period considering its performance of execution.</p> <p>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</p> <p>iv). Termination of Contract on account of any other reason (s) attributable to Contractor.</p> <p>v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>vi). Non-compliance to any contractual condition or any other default attributable to Contractor.</p> <p><u>Risk & Cost Amount against Balance Work:</u> Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) 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</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work/ supply (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/ Supply 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.</p> <p>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</p>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23398236

	<p>considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount.</p> <p><u>LD against delay in executed work/ supply in case of Termination of Contract:</u></p> <p>LD against delay in executed work/ supply shall be calculated in line with the relevant LD clause(s) 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/ supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>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</p> <p>ii). Let the value of executed work/supply till the time of termination of contract= X</p> <p>iii). Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y</p> <p>iv). Delay in executed work/supply attributable to contractor i.e. $T2=[1-(X/Y)] \times T1$</p> <p>v). LD shall be calculated in line with LD clause of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.</p>
1.2	<p><u>Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor</u></p> <p>Following sequence shall be applicable for recoveries from contractor:</p> <p>a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.</p> <p>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.</p> <p>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: Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</p> <p>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.</p> <p>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p>
(II)	<p>Additional clauses have been introduced under Volume-I-GCC under security deposit (SD) & performance bond (PB)</p>
2.0	<p><u>Clause No 1.7.5:</u> Security deposit (SD)</p> <p>SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor.</p> <p>If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor.</p> <p>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).</p> <p>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.</p>

Annexure -C**Certificate by Chartered Accountant on letter head**

This is to certify that M/S,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part-II) dtd:.....,
 Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006 :
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
 Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 5 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23398236

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 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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

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

Sl. No.	State / UT	GST Reg. No.
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 Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

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/ 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*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	1 of 47

INDEX

SL NO	DESCRIPTION	SECTION NO/ ANNEXURE NO
01	GENERAL INSTRUCTION TO TENDERER	SECTION - I
02	GENERAL TERMS & CONDITIONS OF CONTRACT	SECTION - II
03	COMMON CONDITIONS OF CONTRACT	SECTION - III
04	DECLARATION SHEET	ANNEXURE - A
05	GENERAL INFORMATION ABOUT TENDERER	ANNEXURE - B
06	PROFORMA FOR FINANCIAL VIABILITY	ANNEXURE - C
07	ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRES	ANNEXURE - D
08	MONTHWISE MANPOWER DEPLOYMENT PLA	ANNEXURE - E
09	STATUS OF T & P AND DEPLOYMENT PLAN	ANNEXURE - F
10	ANALYSIS OF RATE QUOTED	ANNEXURE - G
11	CHECK LIST OF GENERAL PARTICULARS	ANNEXURE - H
12	PROFORMA FOR BANK GUARANTEE FOR SECURIT DEPOSIT	ANNEXURE - I
13	PROFORMA FOR CONTRACT AGREEMENT	ANNEXURE - J
14	PROFORMA FOR PERFORMANCE BANK GUARANTEE	ANNEXURE - K
15	PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND	ANNEXURE –L
16	OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER	Form No: F-01 (Rev 00)
17	DECLARATION BY AUTHORISED SIGNATORY OF BIDDER	Form No: F-02 (Rev 00)
18	DECLARATION FOR RELATION IN BHEL	Form No: F-05 (Rev 00)
19	NON DISCLOSURE CERTIFICATE	Form No: F-06 (Rev 00)
20	BANK ACCOUNT DETAILS FOR E-PAYMENT	Form No: F-07 (Rev 00)
21	REFUND OF SECURITY DEPOSIT	Form No: F-23 (Rev 00)
22	POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT	Form No: F-25 (Rev 00)
23	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY	
24	RTGS DETAILS OF BHEL	

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	2 of 47

SECTION – I
GENERAL INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
1.1	NOTICE
1.1.1	Sealed tenders complete in all respects shall be submitted, duly superscribing the tender document No. and name of work, to the OFFICER INVITING TENDER within specified date and time.
1.1.2	Bharat Heavy Electricals Ltd., take no responsibility for any delay, loss or non receipt of tender document sent by post and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
1.2	PROCEDURE FOR SUBMISSION OF SEALED TENDERS
1.2.1	The tenderer must submit their tenders as required in three parts in separates sealed covers prominently superscribed as Part – I “TECHNO – COMMERCIAL BID”, Part – II “PRICE BID” and Part – III “EMD” and also indicating on each of the covers the tender specification number and due date and time. All the three sealed envelopes shall be enclosed in a third envelop superscribing tender specification No. and due date and time on the top.
1.2.2	No deviation from the tender specifications shall be acceptable to BHEL. For this purpose the tenderers shall confirm their unqualified acceptance of the terms and conditions in the technical bid, and that the rate quoted are in accordance with the tender specification by giving a written undertaking to that effect as per the enclosed format. This certificate shall be kept outside the techno-commercial bid during submission. TENDERS NOT COMPLYING WITH THE ABOVE MAY BE REJECTED.
1.2.2.1	PART – I (TECHNO – COMMERCIAL BID) – Cover I. All schedules, data sheets & details, reference of EMD (without disclosing amount) and Volume-I & Volume-II (signing on all the pages) shall be enclosed in Part-I, TECHNO–COMMERCIAL BID.
1.2.2.2	PART-II (PRICE BID) – Cover II All indications of price as per rate schedule (Volume III) alongwith Volume III (signing on all the pages) shall be submitted in this Part II, PRICE BID.
1.2.2.3	PART-III (EMD) – Cover III This cover should contain only Earnest Money deposit (EMD) for the specification.
1.2.3	Tenders submitted by post shall be sent ‘REGISTERED POST AC-KNOWLEDGEMENT DUE’ and shall be posted with the due allowance for any postal delay. Tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.
1.2.4	Tenders shall be opened by the authorized officers of BHEL at his office at the specified time and date in the presence of such of those, tenderers or their authorized representatives who may be present. Such representatives shall have to bring with them an authorization letter during the opening of price bids.
1.2.5	The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer.
1.2.6	Before tendering, 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. No claim will be entertained later on the ground of lack of knowledge.
1.2.7	Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification, comprising of Volume I, Volume II and Volume III must be SIGNED, STAMPED AND SUBMITTED ALONGWITH THE OFFER by the tenderer in token acceptance thereof. The information furnished shall be complete by itself.
1.2.8	The tenderer shall quote the rates in English language and international numerals. The rate shall be in whole rupees. These rates shall be entered in figurers as well as in words. In case of difference in rates between words and figurers THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	3 of 47

1.2.9	All entries in the tender shall either be typed or be in ink. Erasing and over writing are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
1.3	QUALIFICATION OF TENDERERS
	Only tenderers who have been previously qualified in the work of this nature and description detailed in this tender specification and have other resources and expected to quote for this work.
1.3	DATA AND DOCUMENTS TO BE ENCLOSED
1.3.1	Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.
1.3.2	Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.
1.3.3	In case of an proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed. In case of company, 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), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
1.3.4	Prescribed Earnest Money Deposit.
1.3.5	Previous experience
	A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.
1.3.6	Organization chart
1.3.6.1	The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.
1.3.6.2	A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.
1.3.6.3	Audited Balance Sheet and Profit & Loss A/c of last three years.
1.3.7	Banker's Certificate
	A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.
1.3.8	Income Tax / Sales Tax Certificate
1.3.8.1	A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
1.3.8.2	A written declaration indicating that no deviation from the tender specification has been taken.
1.3.8.3	In addition to above, other particulars, required in various annexure shall be furnished.
1.3.9	EARNEST MONEY DEPOSIT (EMD)
1.3.9.1	Every tender must be accompanied by the prescribed amount of Earnest Money Deposit as indicated in the tender enquiry letter, in any of the following forms. (All securities are to be discharged and pledged in favour of BHEL).
1.3.9.2	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 atleast six months. EMD of successful tenderer will be retained as part of Security Deposit.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	4 of 47

1.3.9.3	Deleted
1.3.9.4	Deleted
1.3.9.5	Tenders received without earnest money in full in the manner prescribed above are liable to be rejected.
1.3.9.6	The Earnest money deposit of the successful tenderer paid in cash /DD/pay order shall be retained towards part of Security Deposit.
1.3.9.7	In the case of unsuccessful tenderers, the Earnest Money shall be refunded within a reasonable time after acceptance of award of work by the successful tenderer.
1.3.9.8	BHEL reserves the right of forfeiture of earnest money deposit in case the tenderer:
1.3.9.9	After opening of the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
1.3.9.10	Fails to commence the work within the period as specified in the Letter of Intent or communicate the unqualified acceptance of the Letter of Intent within 15 days of date of the Letter of Intent.
1.4	AUTHORISATION AND ATTESTATION
	Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted alongwith the tenders.
1.5	VALIDITY OF OFFER
	The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the date of submission of latest offer. If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.
1.6	EXECUTION OF CONTRACT
	The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.
1.7	SECURITY DEPOSIT (SD)
1.7.1	Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
1.7.2	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.
1.7.3	The Security deposit may be deposited in any of the following form:
1.7.3.1	The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: <ul style="list-style-type: none"> 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) <p>(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)</p>
1.7.3.2	Deleted
1.7.3.3	Deleted
1.7.3.4	Deleted

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	5 of 47

1.7.3.5	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 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.
1.7.3.6	Deleted
1.7.3.7	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
1.7.3.8	Regarding adjustment of Earnest Money deposit towards part of Security Deposit, refer clause under EMD above.
1.7.3.9	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
1.7.3.10	If any parts of security deposit of the contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference to the contractor. BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon.
1.7.3.11	BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.
1.7.3.12	In case of small value contracts not exceeding Rs.10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection / recovery of initial 50% Security Deposit.
1.7.4	Return of Security Deposit
1.7.4.1	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.
1.7.4.2	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.
1.8	REJECTION OF TENDER AND OTHER CONDITIONS
1.8.1	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.
1.8.1.1	To reject any or all of the tender.
1.8.1.2	To split up the work amongst two or more tenderers.
1.8.1.3	To award the work in part.
1.8.1.4	Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.
1.8.2	Conditions and unwitnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
1.8.3	If a tenderer expires after his submission of the tenders 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 the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
1.8.4	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
1.8.5	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 Earnest Money / Security Deposit.
1.8.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	6 of 47

	submitted by the contractor who resort to canvassing are liable to rejection.
1.8.7	Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith the Officer, failing this, BHEL may, at it sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
1.8.8	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
1.8.9	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope alongwith the techno-commercial bid superscribed the word “undertaking for NO DEVIATION”.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	7 of 47

SECTION – II
GENERAL TERMS AND CONDITIONS OF CONTRACT

CLAUSE NO	DESCRIPTION
2.1	DEFINITION The following terms and expression shall have the meaning hereby assigned to them excepting where the context otherwise requires :-
2.1.1	'BHEL' shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered office at 'BHEL HOUSE', SIRI FORT, NEW DELHI – 110 049. Power Sector, Eastern Region, Kolkata – 700 001 or its administrative officers or its site engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
2.1.2	EXECUTIVE DIRECTOR / GENERAL MANAGER shall mean the officer in administrative charge of BHEL, Power Sector, Eastern Region or their other regional offices.
2.1.3	'ENGINEER' OR 'ENGINEER IN CHARGE' shall mean engineer deputed by BHEL. The term includes 'SITE ENGINEER' 'RESIDENT ENGINEER' and 'ASSISTANT SITE ENGINEER' of BHEL at the site as well as the officers in charge at Kolkata Office.
2.1.4	'SITE' shall mean the place or places at which the plants / equipment are to be erected and services are to be performed as per the specification of this contract.
2.1.5	'CLIENTS OF BHEL' or 'CUSTOMER' shall mean the Project authorities to whom BHEL is supplying the equipment.
2.1.6	'CONTRACTOR' shall mean the individual firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
2.1.7	'CONTRACTOR' or 'CONTRACT DOCUMENT' shall mean and includes the agreement of work order, the accepted appendices or rates, schedule or quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenders, the drawing, the specification, the special specifications if any, the tender documents and the letter of intent / accepting letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in this agreement.
2.1.8	'GENERAL CONDITION OF CONTRACT' shall mean the instruction to Tenderers and general conditions of contract pertaining to the work detailed.
2.1.9	'TENDER SPECIFICATION' shall mean the specific condition, technical specifications, appendices, site information and drawings pertaining to the work in which the tenderers are required to submit their offers. Also this will include the specifications covered under specifications detailed in NIT of client of BHEL for erection, testing and commissioning of plant. Individual specification No. will be assigned to each tender specification.
2.1.10	'TENDER DOCUMENTS' shall mean the general condition of contract and tender specification.
2.1.11	'LETTER/TELEX OF INTENT (LOI/TOI)' shall mean the intimation to the tenderer that the tender has been accepted in accordance with provision contained in it. The responsibility of the contractor commences from the date of issue of this letter and all the terms and condition of contract are applicable from this date.
2.1.12	'COMPLETION TIME' shall mean the period by date specified in the acceptance of the tender for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
2.1.13	'PLANT' shall mean the connote the entire assembly of the plant and equipment covered by the contract.
2.1.14	'EQUIPMENT' shall mean all equipment, machinery, materials, structurals, electricals and other components of the plant covered by the contract.
2.1.15	'TESTS' shall mean and includes such test 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's work or part thereof.
2.1.16	'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.
2.1.17	'WORK or CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumable, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
2.1.18	'SINGULAR AND PLURAL ETC' works carrying singular number shall also include plural and

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	8 of 47

	<p>vis-versa where the context so require. Words importing the masculine gender shall be taken to include any company or association or body of individuals whether incorporated or not.</p>
2.1.19	<p>'HEADINGS'. The headings in these general conditions are solely for the purposes of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.</p>
2.1.20	<p>'MONTH' shall mean Calendar month.</p>
2.1.21	<p>'WRITTING' shall include any manuscript type written or printed statement under the signature or seal as the case may be.</p>
2.2	<p>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 ordinary original civil jurisdiction, Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.</p>
2.3	<p>ISSUE OF NOTICE The contractor shall furnish to the BHEL Engineer name, designation and address of his authorized agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to address either of the contractor or of his representative and shall be deemed to have been so given in case of posting on the day on which they would have reached such address in ordinary course of post or on which they were so delivered of /or left.</p>
2.4	<p>USE OF LAND No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.</p>
2.5	<p>COMMENCEMENT OF WORK</p>
2.5.1	<p>The contractor shall commence the works within the time indicated in the letter / talex of intent from BHEL and shall proceed with same with due expedition without delay.</p>
2.5.2	<p>If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His 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 rights and remedies in this regard.</p>
2.5.3	<p>All the works shall be carried out under the direction and satisfaction of BHEL.</p>
2.5.4	<p>The erected / constructed plant or work performed under the contract shall be taken over when it has been completed in all respects and / or satisfactorily put into operation at site.</p>
2.6	<p>MODE OF PAYMENT & MEASUREMENT OF THE WORK COMPLETE All payments due to the contractor shall be paid by ' Account Payee Cheques'.</p>
2.6.1	<p>For progress running bill payment: 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 letter of intent. The basis of arriving at the quantities / weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be entered in measurement book and signed by both the parties.</p>
2.6.2	<p>These measurement sheets will be checked by BHEL engineers 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 in the parties.</p>
2.6.3	<p>Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in M. Book and signed by both the parties and paid for duly effecting recoveries due.</p>
2.6.4	<p>All recoveries due from the contractor for the month/period shall be effected in full from this corresponding running bills unless specific approval from the competent authorities is obtained otherwise.</p>
2.6.5	<p>Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.</p>
2.6.6	<p>The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.</p>
2.6.8	<p>If, at any time due to any reason whatsoever, it becomes necessary to measure the work done in full, or in part, the expenses towards such re-measurements shall be borne by the contractor.</p>
2.6.9	<p>Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.</p>

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	9 of 47

2.6.10	Final measure bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified “NO DUE” and no demand certificate. All the tools and tackles loaned to him would be returned by the contractor in satisfactory condition to BHEL. Quantities / weights erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of specification. The final bill quantities and financial value shall also be entered in measurement book and signed by both the parties to the contract.
2.7	RIGHTS OF BHEL
2.7.1	BHEL reserve the following rights in respect of this contract without entitling the subcontractor for any compensation.
2.7.2	To get the work done through other agency at the risk and cost of the contractor, in the event of Contractor’s poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of the work etc and to recover compensation for such losses from contractor including BHEL’s supervision charges and overheads from security deposit/other dues.
2.7.3	To withdraw any portion of work and /or to restrict alter the quantum of works as indicated in the contractors during the progress of erection and get it done through other agency and/or by departmental labour to suit BHEL’s commitment to its customer or in case BHEL decides to advance in date of completion due to other emergency reason/BHEL’s obligation to its customer.
2.7.4	To terminate the contract after due notice and forfeit security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of followings:
2.7.5	Contractor’s continued poor progress brought to his notice from time to time.
2.7.6	Withdrawal form or abandonment of the work before completion of the work.
2.7.7	Corrupt act of contractor.
2.7.8	Insolvency of the contractor.
2.7.9	Persistent disregard to the instructions in writing of BHEL.
2.7.10	Assignment, transfer, sub-letting of the contract without BHEL’s written permission.
2.7.11	Non-fulfillment of any contractual obligations.
2.7.11.1	Any delay in completion of works / or non – achievement of periodical targets due to reasons attributable to the contractor, the same will 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.
2.7.11.2	To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
2.7.11.3	To Claim compensation for losses sustained including BHEL’s supervision charges and overheads in completion on termination of contract and/or to impose penalty for delay in completion of the work, at the rate of ½ % (half percent) of the contract value per week of delay or part thereof subject to a ceiling of 10% (ten percent) of the contract value.
2.7.11.4	To terminate the Contract or to restrict the quantum of the work and pay for the portion of work executed in case BHEL’s contracts with their customers are terminated for any reason.
2.7.11.5	To effect recovery from any amounts due to the contractor under this or any other contract etc., in any other form, the money BHEL is forced to pay to anybody, due to contractor’s failure to fulfil any of his obligations.
2.7.11.6	While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled for any compensation / extra payment in this account.
2.7.11.7	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
2.8	RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS OF EMPLOYMENT OF WORKERS ETC.
2.8.1	The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.
2.8.2	As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
2.8.3	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

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	10 of 47

	to all local festivals and religions and other customs.
2.8.4	The contractor shall comply with all state and central laws, statutory rules, regulations etc. such as:
2.8.5	<p>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.</p> <p>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.</p> <p>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.</p>
2.8.6	The contractor's quoted price shall be inclusive of all taxes, fees, licence charges, deposits, duties, royalty commission or other charges towards this contract applicable at the time of submission of latest offer. However, in case Sales Tax on Works Contract, Turn Over Tax and Excise Duty are levied subsequently, the same will be considered for reimbursement by BHEL on production of documentary evidence (assessment order) towards same. The contractor have to obtain clearance / acceptance in writing from BHEL before making such payment.
2.8.7	While BHEL could pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, inspection certificates etc. will have to be made by the contractor.
2.8.8	The 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 the contract.
2.8.9	The contractor shall fulfil all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him.
2.8.10	The contractor shall be responsible for proper behaviour at site and observance of all regulations by the staff employed by him.
2.8.11	The contractor shall ensure that no damage is caused to any personnel property of other parties working at site. If any, such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.
2.8.12	All the properties / equipment / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL/their client. The contractor shall use such properties for the purpose of execution of this contract. All such properties /equipment/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 the site engineers, will be recovered from the contractor.
2.8.13	It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL, however, depending upon the availability, BHEL's customer's handling equipment and other plants may be made available to the contractor on payment of the Hire charge 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 in ONE instalment.
2.8.14	The contractor shall not claim any compensation of the scope of work, due to change in design which curtails the quantum.
2.8.15	The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / construction / performing work under the contract.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	11 of 47

2.8.16	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.
2.8.17	The contractor shall keep the area of works clean and shall remove 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 place to be specified by the BHEL Engineer. The contractor will also demolish all the hutments, sheds, offices, constructed and used by him and shall clean the debris. In the case of his failure to do so, the same will be arranged to be removed by the BHEL Engineer. The expenses therefore, will be recovered from contractor.
2.8.18	The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
2.8.19	All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exemption. The contractor shall be responsible for the safety of the equipment material and work to be performed by him and shall maintain all light, fencing, guards, signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precaution as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and 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 the work under this contract.
2.8.20	The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc as per prescribed standards and practices.
2.8.21	The contractor will be directly responsible for payment of wages to his workman. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representatives should be furnished to BHEL site office for record purpose.
2.8.22	The intent of specification is to provide services according to most modern and proven techniques and codes. The omission of specific preference to any method, equipment of materials necessary for the proper and efficient performance of work shall not relieve the contractor of responsibility of providing much facilities to complete the work.
2.8.23	In case of any class of the 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.
2.8.24	No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
2.8.25	The detailed drawings, specifications, instruction manual, if any, available with the BHEL Engineer will form part of tender specification. These documents will be made available for reference only to the contractor during execution of work.
2.8.26	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 contractor.
2.8.27	No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
2.8.28	It is possible that some minor repair / rectification / modification may be needed on the equipment to be erected / constructed / work to be performed under this specification, for reasons not attributable to the contractor. All such repair / rectification / modification work which can be done with the available facilities at site shall be carried out by the contractor free of cost and no extra charges shall be paid to the contractor, unless stated otherwise elsewhere.
2.8.29	The quality and progress of work will be regularly reviewed. The schedule and programme of work will be given to the contractor in advance and it will be the obligation of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more than one shift without any extra cost. Workman found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.
2.8.30	During the erection / construction/performing work under the contract, it is very essential that proper and adequate inspection should be made constantly to maintain the quality of workmanship so that any deviation from design dimension does not exceed permissible limits. The proper function of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for short period need not be over emphasized.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	12 of 47

	For the details regarding alignment and permissible dimensional deviations in the subassemblies, engineer may be consulted.
2.8.31	The contractor shall furnish daily labour report showing by classification of number of employees engaged in the various categories of work date wise and a progress report of work as required by BHEL Engineer.
2.8.32	The contractor shall execute the work in the most substantial and workmen like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship confirm to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineer.
2.8.33	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 /their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous.
2.8.34	It will be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipments and personnel.
2.9	CONSEQUENCES OF CANCELLATION
2.9.1	Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site engineer which is final and conclusive) being less than the contract cost the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered in addition to the forfeiture of security deposit and recovery of liquidated damage as per relevant clauses.
2.9.2	In case BHEL completes the work under the provisions of this condition, cost of such completion to be taken into account in determining excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.
2.10	INSURANCE
2.10.1	BHEL/ their customer shall arrange for insurance the materials / properties of BHEL /customer covering the risks during transit storage, erection and commissioning.
2.10.2	It is the sole responsibility of the contractor to issue the workmen against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulation 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.
2.10.3	If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to other person/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities.
2.10.4	If due to contractors carelessness, negligence or non-observance of safety precaution damage to BHEL's / customer's property and personnel should occur, and if BHEL is unable to recover, in full cost from the Insurance Company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours, of occurrence alongwith engineer's report. In the event of loss /theft of BHEL's customer's property while in the custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with local police authorities and furnish the details of FIR and engineer's investigation report about loss / theft within 48 hours of occurrence . This is for the purpose of lodging insurance claim. If BHEL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
2.11	STRIKE AND LOCKOUTS
	The contractor will be fully responsible for all the disputes and others issues connected with his labour. In the event of the contractor's labour resorting to strike or the lock-out declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed employing its own labour or through any other agencies or both and the cost so incurred by BHEL shall be deducted from the contractor's bills as per clauses 2.7. For all purposes whatsoever the employee of the contractor shall not be deemed to be in the employment of BHEL.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	13 of 47

2.12	FORCE MAJEURE
2.12.1	The following shall amount to force majeure:
2.12.2	Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.
2.12.3	If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the 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 contractor shall not be eligible for any compensation.
2.13	GUARANTEE Even though the work will be carried under supervision of BHEL engineers, contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of 12 months from the date of start of guarantee period, as certified by the engineer for good workmanship and shall rectify free of cost all defects due to faulty erection. In case contractor fail to repair the defective works within the time specified by the engineer. BHEL may proceed to undertake the repairs of such defective works at contractor's risk & cost without prejudices to any other rights and recover the same SD/other dues.
2.14	ARBITRATION & CONCILIATION
2.14.1	ARBITRATION:
2.14.1.1	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.
2.14.1.2	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 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.
2.14.1.3	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.
2.14.1.4	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.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	14 of 47

2.14.2	<p>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.</p> <p>Notes:</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>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.</p>
2.14.3	<p>No Interest payable to Contractor</p> <p>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.</p>

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	15 of 47

SECTION – III
COMMON CONDITIONS OF CONTRACT

3.1	DRAWING AND DOCUMENTS
3.1.1	The detailed drawings, specification available with BHEL. Engineers will form part of this tender specifications. Those documents will be made available to the contractor during execution of work at site.
3.1.2	One set of necessary drawings to carry out the execution 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's personnel shall take care of these documents given to them.
3.1.3	The data furnished in various appendices and the drawings enclosed with this tender specification describes the equipment to be installed, tested and commissioned under this specification briefly. However, the changes in design and in quantity may be expected to occur as is usual in any such large scales of work.
3.1.4	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 submission of the price bids. BHEL's interpretation in such cases shall be final and binding on the contractor if pointed out at a later date.
3.1.5	Deviation from design dimension should not exceed permissible limit. The contractor shall not correct or alter any dimension /details without specific approval of BHEL.
3.2	SAFETY AND CLEANLINESS
3.2.1	The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials 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 authorized BHEL officials. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work.
3.2.2	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 authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
3.2.3	During the course of construction, alternations or repairs, scrap lumber with protruding nail, sharp edge etc and all other debris shall be kept cleaned from working areas, passage, ways and stairs in and around site.
3.2.4	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 BHEL Engineer and to be cordoned off.
3.2.5	Rigging equipment for material 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 shall be removed from service.
3.2.6	Rigging equipment shall not be loaded in excess of its recommended safe working load.
3.2.7	Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
3.2.8	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 shall be entertained.
3.2.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture and explosives, of the contractor shall be responsible for carrying out such provision / storage in accordance with the rules and regulations laid down in the relevant Petroleum Act, Explosive Act and Petroleum and Carbide 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 authorities. The contractor shall be responsible for obtaining the same.
3.2.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.
3.2.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	16 of 47

3.2.11.1	Safety Helmets conforming to IS-2965: 1984.
3.2.11.2	Safety Belts conforming to IS-3521: 1980.
3.2.11.3	Safety Shoes conforming to IS-1989: 1978.
3.2.11.4	Eye and Face protection devices conforming to IS-8520: 1977 & IS-8960: 1978.
3.2.11.5	Hand and Body protection devices conforming to IS-2573: 1975, IS-6994: 1973, IS-8867: 1978 and IS-8519: 1977.
3.2.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Otherwise, 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 sites 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 the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependants 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 the contractor shall adhere to all the safety precaution given by the BHEL Engineer at site.
3.2.14	The contractor shall arrange at his cost suitable lighting arrangements for various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
3.2.15	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 the BHEL Engineer 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.
3.2.16	The contractor shall provide temporary fencing wherever required as 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.
3.2.17	Contractor shall ensure safety of all the workmen, material and equipment, either belonging to him or to others working at site.
3.2.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precautions to avoid any accident and damage to other equipment and personnel. The T&P and other equipment shall be rested and certificate of fitness obtained before putting them to use.
3.2.19	The contractor shall provide necessary First –Aid facilities for all his employees, representatives and workmen at site. The First –Aid boxes should be placed in various elevations to 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 supervisors and Engineers properly trained for attending to any emergency.
3.2.20	All the contractor’s supervisory personnel and sufficient number of workers shall be trained for fire protection duties. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of the safety measure.
3.2.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, temporary structures, 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 dried at periodic intervals. The date of charging 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 department 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.
3.2.22	The contractor shall at his cost, remove from vicinity of work all scrap packing materials, rubbish, unused and other materials and deposit them in places specified by BHEL Engineer to keep the work with clean and tidy.
3.2.23	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, turbines casings, condensers etc.
3.2.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licenced by appropriate statutory

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	17 of 47

	authority shall be employed by the contractor to carry out all types of electrical works.
3.2.25	In case of any delay in the completion of a job due to mishaps attributable to lapses by the sub-contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably.
3.2.26	Valve protection caps shall be in place and secured.
3.2.27	The contractor shall be responsible for the safe storage of his radio-active sources as per BARC rules and regulations.
3.2.28	Tarpaulin being inflammable should not be used. Only non-inflammable covering material shall be used as protective cover while pre-heating, welding, stress relieving at site.
3.2.29	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 the authorized BHEL official, 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 seven days indicating the steps that would be taken by BHEL.
3.2.60	If the contractor succeeds in carrying out its job in time without any fatal or disabling injury accident and without any damage to property, BHEL shall favourably consider to reward the contractor suitably for his performance.
3.2.31	The contractor shall carefully follow the safety requirement as per BHEL/their customer's requirement with regard to voltages used for heat treatment job lighting in critical areas.
3.2.32	Contractor shall use only properly insulated and armoured cables which conform to the requirements of Indian Electricity Act and Rules for all wiring for all electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc at the cost of the contractor.
3.2.33	The contractor shall arrange adequate No. of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas.
3.2.34	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.
3.2.35	The contractor shall submit report of all accidents, fires and property damage, dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve 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 the authorized BHEL official from time to time as prescribed.
3.2.36	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.
3.3	PROGRESS OF WORK
3.3.1	During the course of execution, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced, or in the opinion of BHEL, if it is found that the skilled workmen like fitters, operators, technicians employed are not sufficient, BHEL will induct required additional workmen to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from contractor's bills.
3.3.2	The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumable reports and other reports considered necessary by the engineer. The manpower report shall clearly indicated the manpower deployed category wise daily, specifying also activities in which they are engaged. The periodicity of the reports will be decided by BHEL Engineer at site.
3.3.3	The progress reports shall indicate the progress achieved against planned with reasons indicating delays if any, and shall also furnish in detail the reasons for the same and shall give remedial action which the contractor intends to take to make good the slippage or lost time, so that further works can proceed as per the original programme and the slippage do not accumulate and affect the overall programme, in a format designed and approved by BHEL site Engineer.
3.3.4	The contractor shall arrange for weekly progress review meeting with the Engineer at site during which actual progress during the vis-a-vis schedule programme shall be discussed for action to be taken for achieving targets. The programme for subsequent week shall also be presented by the contractor for discussions. The contractor shall constantly update/revise his work programme to meet the overall requirement and suit the material availability.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	18 of 47

3.3.5	The contractor shall arrange for submitting 3 sets of coloured progress photographs along with negatives every month to BHEL office. The areas to be photographed will be as per the instructions of BHEL Engineer. The quoted rate shall include this contingency. (Maximum ten different snaps per month). The photographs & negatives will become property of BHEL.
3.3.6	The contractor shall maintain a record in the form as prescribed by BHEL for all operations carried out on each weld and maintain a record indicating the number of welds, the names of welders who welded the same, date and time of start and completion, preheat, temperature, radiographic results, rejections if any, percentage of rejection, etc., and submit copies of the same to the BHEL Engineer as required.
3.4	INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL/ STATUTORY INSPECTION
3.4.1	All equipment piping and accessories covered under this specification shall be subject to stage wise inspection by BHEL/customer engineer.
3.4.2	The contractor has to follow BHEL FQA checklist for erection and welding of various equipment and piping schemes at site.
3.4.3	The protocols between contractor and customer /BHEL shall be made prior to installation for correctness of foundation, material inspection at each stage of installation as per requirement of BHEL/ customer.
3.4.4	Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs and other quality control and quality assurance documentation as per BHEL engineer's instruction is within the scope of the contractor
3.4.5	A daily log book shall be maintained by ever supervisor / engineers or contractor on the job in duplicate (one for BHEL one for contractor) for detailing and incorporating alignment / clearance / levelling readings and inspection details of various equipment. All important measurements shall be recorded in the daily log book with sketches based on drawings indicating readings / measurements actually taken and signed by BHEL /customer's / contractor's representative. Approval given by BHEL for welding, results of various tests shall also be recorded. High pressure welding details like serial number, welder's name, date of welding, details of repair etc, likewise radiography details and heat treatment details shall be recorded.
3.4.6	All the electrical / mechanical and testing instruments, feeler gauge, height gauge, dial gauge, micrometers, spirit levels, surface plates, straight edges, vernier calipers and all other instruments as per the instructions of BHEL Engineer shall be provided by the contractor for checking, levelling, align to centering etc of the erected equipments at various stages.
3.4.7	The contractor shall ensure deployment of valuable and calibrated INSTRUMENT, MEASURING and TEST EQUIPMENTS (IMTE). The IMTEs shall have test / calibration certificates from authorized / Govt. approved/accredited agencies traceable to national / international standards. Retesting / recalibration shall also be arranged by the contractor at their own cost at regular intervals during the period of use as advised by BHEL. The contractor shall also have alternate arrangement of such IMTEs so that work does not suffer when the particular IMTE is sent for calibration. Also if any IMTE found not fit for use, BHEL shall have the right to stop use of such IMTE and instruct the contractor to deploy proper IMTE and recall, i.e. repeat the reading taken by that instrument failing which BHEL may deploy IMTEs and retake the readings at the contractor's cost.
3.4.8	Apart from day to day inspection by BHEL Engineers, stage inspection of equipment under erection and commissioning at various stages by engineers from manufacturing plants and Field Quality Assurance team will be conducted. Contractor shall arrange labours, tools and plants for such inspection free of cost.
3.4.9	Statutory Inspection
3.4.9.1	However, piping system which are under the purview of IBR shall be tested as per the requirement of the IBR. The piping system has to be tested as per the instructions given in the respective drawings, BHEL's decision is final in this regard.
3.4.9.2	The scope includes getting the approval from statutory authorities (like boiler inspector). This includes arranging for inspection visits of Boiler Inspector periodically as per BHEL Engineer's instructions, submitting documents, radiography etc. and following up the matter with them. All fees and expenditure connected with the contractor for testing his welders and testing, calibration of his instruments and equipment arrangement of Boiler Inspector's visit will be paid by the contractor.
3.4.9.3	It will be contractor's responsibility to obtain approval of statutory authorities, wherever applicable for conducting any work which comes under the purview of these authorities.
3.4.9.4	However, BHEL will pay fees for Boiler Inspector's visits in connection with hydraulic test,

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	19 of 47

	light inspection fees, registration fees etc. In case these inspections have to be repeated due to the default /fault of contractor and the fees have to be paid again, the contractor shall have to bear the charges.
3.5	TOOLS & PLANTS
3.5.1	All TP's including precision measuring instruments, lifting devices shall have to be arranged by the subcontractor unless otherwise specifically mentioned.
3.5.2	In the event of BHEL issue TP's, measuring instruments etc. the subcontractor and BHEL shall maintain joint protocol as per enclosed annexure about the condition of all T&P, instruments etc taken from BHEL's custody and return to BHEL after use. The subcontractor shall not use these equipments for purposes other than the scope of work given in this tender documents.
3.5.3	It is the responsibility of subcontractor to keep these equipments always in working condition and ensure their safe return in working condition to BHEL's store subject to normal wear & tear. Non-compliance to this may entail BHEL to get the necessary repair done at the risk and cost of the subcontractor.
3.5.4	All the T&P, measuring instruments etc must be mobilized at site in advance prior to actual start of the job. They must be in accordance with those recommended in the tender document, if any, and must be got verified to that effect. Formal clearance in writing must be obtained from BHEL's resident Manager / Engineer before the subcontractor starts the job.
3.5.5	All T&P, lifting tackles and pulling devices to be used must bear valid/latest test certificates for their suitability, and the same to be furnished alongwith the offer or during execution.
3.5.6	Also certificates of test / calibration with date of validity for various measuring instruments have to be submitted by the tenderer alongwith the offer or during execution.
3.5.7	T&P/ Instrument found defective /improper /insufficient or not having valid test / calibration certificate should be made good immediately.
3.5.8	In the event of failure of subcontractor to bring necessary and sufficient T&P, BHEL will arrange /hire the same at the risk and cost of the subcontractor including transportation of the same from the source place. The entire charge for hire as above and overhead charges as applicable shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.5.9	BHEL may at his discretion also terminate this contract / or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.6	CONSUMABLE
3.6.1	All consumables, like gas, electrodes, chemicals, lubricants etc required for the job shall be arranged by the subcontractor at his cost unless otherwise specifically mentioned. However, any spares / components / consumables / materials, excepting welding materials, going permanently into the clients equipment and materials as specifically mentioned in special condition of contract, VOL –II or elsewhere in the NIT shall be provided to the subcontractor.
3.6.2	All consumables to be used for the job shall have to be approved by BHEL prior to use.
3.6.3	In the event of failure of subcontractor to bring necessary and sufficient consumables, BHEL shall arrange for the same at the risk and cost of the subcontractor. The entire cost towards this alongwith overhead shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.6.4	BHEL may at his discretion terminate this contract / or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.7	MANPOWER
3.7.1	The subcontractor shall deploy all types of workmen like high pressure welder, fitter, mill right fitter, electrician, carpenter, rigger, serang, khalasi helper, painter etc as recommended in the tender or as required for proper completion of the job. Only trained and competent workmen with previous experience of similar job shall be deployed. They shall hold valid certificates as necessary for the job.
3.7.2	The subcontractor shall submit tentative deployment plan of manpower matching with the job completion schedule.
3.7.3	The subcontractor shall ensure proper out-turn and discipline on the part of workmen put on the job. The workmen shall carry out the job in safe and proper manner and in co-ordination with the workmen of BHEL of other agencies.
3.7.4	In the event of failure of subcontractor to bring necessary and sufficient manpower, BHEL shall arrange for the same at the risk and cost of the subcontractor. The entire cost towards this shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.7.5	BHEL may at his discretion terminate this contract /or take out any or whole part of the

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	20 of 47

	contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.8	PLANNING
3.8.1	Contractor shall draw the monthly programme of activities alongwith BHEL Engineer indicating quantum of work to be achieved and events to be completed. Once the programme is drawn he shall adhere to the same. The contractor shall prepare and submit by 15th of every month to BHEL site incharge a programme for activities from 25 th of the month to 24 th the succeeding month indicating the work front, quantum and nature of work etc. Discussions will be held by the contractor with BHEL Site Incharge and the programme will be finalized jointly signed by the Engineer Incharge and the contractor within a week of submission of the programme (say by 22 nd , the agreed programme should be ready). A review of the performance will be made and considering the availability of components to be erected and other constraints over which the contractor has no control, the performance will be ascertained and jointly recorded by both the parties. Even when a programme could not be made, ascertainment of performance and recording the same by both the parties is necessary.
3.8.2	In addition, contractor shall arrange for weekly progress review meetings with the engineer at site during which actual progress during the week, vis-à-vis scheduled programme shall be discussed and action taken for achieving the targets.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	21 of 47

ANNEXURE - A
DECLARATION SHEET

I/We, _____ hereby declare and confirm that we have visited the project site, namely, _____ site, under specification no PSER:SCT: _____, issued by M/S BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-EASTERN REGION, KOLKATA, and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will 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.

I/We, have carefully perused the following documents connected with the above specification and agree to abide by the same:

1. Volume I, II and III of tender specification.
2. Other sections, annexures, schedules, documents etc.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the BHEL's website www.bhel.com and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned BHEL website shall prevail only.

I/we, further certify that Sri _____ is authorised to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

I have deposited/forwarded herewith the earnest money deposit in the form prescribed and as stipulated towards earnest money deposit for a sum of Rs _____ (Rupees _____ only) vide BHEL cash receipt No _____, dated _____, Call deposit no _____, dated _____, Demand draft no _____, dated _____, which shall be refunded should our offer not be accepted. I/we further agree to deposit such additional sum which along with the sum of Rs _____ (Rupees _____ only) mentioned above, shall make up the security deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL, Power Sector, Eastern Region, DJ-9/1, Sector-II, Salt Lake, Kolkata - 700 091.

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

Date: _____ Tenderer: _____
Place: _____ Address: _____

Witnesses with their addresses

Signature	Name	Address
-----------	------	---------

- 1.
- 2.
- 3.

Authorised representative's signature with name and address:

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	22 of 47

ANNEXURE - B
GENERAL INFORMATION ABOUT TENDERER

FORMAT I - ORGANISATION STRUCTURE

1. Management structure of the firm

Whether Public Limited/Private Limited/Proprietorship:

2. Details of staff presently on permanent roll of organisation

A1	Name of site incharge	
A2	Qualification and experience	

b) Engineering staff:

Sl no	No of Officials	Designation	Specialists, if any (indicate the area of specialisation)	Qualification with experience	State no, proposed to be deployed	Remarks if any
1	2	3	4	5	6	7

c) Details of technical staff:

Sl no	Category	Total no on roll	Nos proposed to be deployed at site for this job
1	Supervisors/Foreman		
2	Storekeepers		
3	Crane Operators		
4	Compressor Operator		
5	Mill Wright Fitter		
6	Mill Fitters		
7	Instrument Fitter		
8	Electrician		
9	Sarang		
10	Rigger		
11	Carpenter		
12	Painter		
13	Tinsmith		
14	Sheet metal fabricator		
15	Pipe fabricator		
16	Cable jointing		
17	Light Vehicle Driver		
18	Heavy vehicle Driver		
19	Others		

d) Please indicate how you propose to ensure quality of work at site.

FORMAT II - FACILITIES FOR STAFF AND WORKERS AT SITE

1. Accommodation

a) For Engineers/supervisors/other staff

Sl no	Category	Type of accommodation	Facilities provided	Remarks

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	23 of 47

b) No of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen

2. Medical

3. Conveyance

4. Other amenities

Signature of the tenderer

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	24 of 47

ANNEXURE - C
PROFORMA OF FINANCIAL VIABILITY

1	Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts).	
2	Quantum of business done during last three financial years. a. b. c.	
3	Value of fixed assets of the business in last three years. a. b. c.	
4	Guarantee limits (if any) enjoyed by the firm.	
5	Over draft limits (if any) enjoyed by the firm.	
6	Please enclose audited profit and loss account and balance sheet for last three years (indicate no of sheets).	
7	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.	
Note: All the above documents should be duly certified by auditors /bank as may be applicable.		

Signature of the tenderer

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	25 of 47

ANNEXURE - D
ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

SI No	Agency by whom awarded	Location of project	Capacity and unit no	Scope of work and tonnage	Date of award	Contract value in Rs. Lacs	%age work completed & due date for compln	Date of completion if job is already over	No of skilled /unskilled workers deployed	No. of Engrs. & Sup. deployed	Details of Major T&Ps deployed	Consumables
1	2	3	4	5	6	7	8	9	10	11	12	13

Signature of the tenderer

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	26 of 47

ANNEXURE – E
MONTHWISE MANPOWER DEPLOYMENT PLAN
[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH]

SL. NO.	CATEGORY	MONTH-1	MONTH-2	MONTH-3	MONTH-4	MONTH-5	MONTH-6	MONTH-7	---- SO ON				

Signature of the tenderer

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	27 of 47

ANNEXURE - F
STATUS OF T&P AND DEPLOYMENT PLAN

A. STATUS OF TOOLS AND PLANTS

SL NO	NAME OF EQPT.	QTY. OWNED	REGISTRATION NO. WHEREVER APPLICABLE	DOCUMENTS ENCLOSED FOR PROOF OF OWNERSHIP	PRESENT LOCATION	QTY. PROPOSED TO BE DEPLOYED FOR THIS JOB

Signature of the tenderer

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	28 of 47

B. MONTHWISE T&P DEPLOYMENT PLAN
[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH.]

SL. NO	CATEGORY	MONTH-1	MONTH-2	MONTH-3	MONTH-4	MONTH-5	MONTH-6	MONTH-7	--- SO ON				

Signature of the tenderer

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	29 of 47

ANNEXURE - G
ANALYSIS OF QUOTED RATE

Sl no.	Description	Percentage of quoted rate	Remarks
1	Salary & wages of staff and workers		
2a	Consumables		
2b	Gases		
2c	Welding Electrodes		
2d	P.O.L.		
	Others		
3	Depreciation and maintenance for T&P		
4	Depreciation and Maintenance for other items		
5	Establishment and administration expenses of site		
6	Overheads		
7	Profit		

Signature of the tenderer

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	30 of 47

ANNEXURE - H
CHECKLIST OF GENERAL PARTICULARS

Note: Tenderers are requested to fill in the following details and no column should be left blank.		
1	Name and address of the tenderer	
2	Telegraphic/Telex address	
3	Phone no/FAX no (Office)	
4	Details about type of the firm/company	
5	Name and designation of the official of the : tenderer	
6	Attested copy of the Power of Attorney	
7	Tenderers proposal no and date	
8	Whether EMD submitted and submission details	
9	Declaration sheet (in the format of Annexure - A)	
10	Details of experience (in the format of Annexure - D)	
11	Monthwise & categorywise manpower deployment : plan (in the format of Annexure - E)	
12	Status of T&P and monthwise deployment plan : (in the format of Annexure - F)	
13	Financial status (in the format of Annexure - C)	
14	Valid Income tax clearance certificate	
15	Analysis of rate quoted (in the format of : Annexure - G)	

Date

Signature of the tenderer
(with company seal)

Witness (signature with full particulars)

1.

2.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	31 of 47

ANNEXURE – I

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 _____¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____² dated _____² valued at Rs.² (Rupees -----
-----)² for <Nature of the Work>³ (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. _____⁴ (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.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	32 of 47

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.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	33 of 47

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 _____⁵ 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 _____⁶, (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.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before _____⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	34 of 47

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)

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ 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)

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	35 of 47

- 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.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	37 of 47

CONTRACT AGREEMENT

Agreement No : PSER:SCT: _____, Dated :

1. This agreement made this day the _____, 200_ between Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Calcutta-700 091, having its registered office at BHEL House, Siri Fort, New Delhi-110 049 (hereinafter called the FIRST PARTY) of one part and Messers _____ (called the "CONTRACTOR") of the second part.
2. Whereas the first party is desirous of executing the work of, more particularly described in the appendices including specifications attached herewith.
3. Whereas in pursuance of the said contractor's tender having been accepted, the first party has decided to give the above said work to the contractor. Whereas the said contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in these presents, instructions to tenderers, general conditions and special conditions, schedules appendices, Letter of intent, Work order and specifications (hereinafter referred as the said contract rate).
4. AND WHEREAS THE SAID contractor has furnished a Bank Guarantee No _____, dated _____, for a sum of Rs _____ /- (Rupees _____ only) from M/s _____ Bank, Branch _____, valid upto _____ towards initial 50% security deposit and has further agreed for balance 50% security deposit being recovered at 10% of the value of each running bill till the full security deposit is made up/full security deposit for the satisfactory completion and performance of the work and whereas the validity of the said bank guarantee has to be extended by the contractor, if so required before _____ for the balance period of contract and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs _____ (Rupees _____ only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of the Bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs _____ (Rupees _____ only).
5. NOW THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate, as also of agreement of good and faithful service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.
6. That the said contractor will perform the aforesaid work subject to the condition contained in these presents, instructions to tenderers, general and special

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	38 of 47

condition of contract and the contract document attached herewith including the said schedules, specifications, appendices, Letter of intent, Work order attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined, the specifications and conditions of contract, appendices, schedules, Letter of intent, Work order, drawings etc as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.

7. That the said contractor shall carry out the complete execution of the said work to the entire satisfaction of the engineer within the agreed time schedule.
8. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at the said contract rate and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
9. That the contract shall come into force with retrospective effect _____, the date which the letter accepting the tender (Letter/Telex of Intent) has been issued to the said contractor. However start of work shall be as defined in the tender specification.
10. That whenever under this contract or other wise, 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 conditions of contract as aforesaid.
11. That all charges on account of octroi, terminal and sales tax or other duties on materials obtained for the works shall be borne by the said contractor.
12. That is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
13. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, POWER-SECTOR, EASTERN REGION, CALCUTTA - 700 071.
14. The documents hereto attached viz:
 - (1) BHEL's tender specification No: _____.
 - (2) Contractor's offer No: _____, dated _____.
 - (3) BHEL's TOI/LOI No: _____, dated _____.
 - (4) Contractor's unqualified acceptance letter no: _____, dated _____ of BHEL's TOI/LOI.
 - (5) BHEL's Work Order No: _____, dated _____.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	39 of 47

(6) Contractor's unqualified acceptance letter no _____, dated _____ of above BHEL's Work Order.

(7) and others, if any.

shall also form part of the contract agreement.

15. In witness hereof the parties have respectively set their signature in the presence of:

FOR CONTRACTOR

WITNESS

1.

2.

FOR BHARAT HEAVY ELECTRICALS LIMITED

WITNESS

1.

2.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	40 of 47

ANNEXURE-K

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 _____¹ 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.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (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 -----)⁴ without any demur, immediately on a demand from the Employer, .

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	41 of 47

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 thebank 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.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	42 of 47

This Guarantee shall remain in force upto and including.....⁵ 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 the⁶ (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:

- d) The liability of the Bank under this Guarantee shall not exceed.....⁷
- e) This Guarantee shall be valid up to⁸
- f) Unless the Bank is served a written claim or demand on or before⁹ (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

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	43 of 47

(Name of the

Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

3. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

c. 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.

d. 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.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	44 of 47

- 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.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	45 of 47

ANNEXURE-L
FORMAT FOR 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 Region¹> 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

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	46 of 47

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.

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

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

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

(Designation of the Authorized Person Signing the

(Signatory No.-----)

Bank

Guarantee)

DATED:

SEAL

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:NKP-F2038:20		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	47 of 47

=====

=====

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.

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

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

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 against the Bidder/Contractor.

FORMS & PROCEDURES

Form No: F-06 (Rev 00)

NON DISCLOSURE CERTIFICATE

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

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

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

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**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.....¹(Tender Conditions) M/s. having its registered office at² (hereinafter referred to as the '**Tenderer**'), is submitting its bid for the work of..... for.....³. at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091.⁴(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 of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,,

we, the[Name & address of the Bank] having our 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. ⁵(*).....without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by the 'Employer' shall be

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 Tendered 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.....⁶ 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 the⁷ 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.....5.....
- b) This Guarantee shall be valid up to6

- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

¹ *Details of the Invitation to Bid/Notice Inviting Tender*

² *Name and Address of the Tenderer*

³ *Details of the Work*

⁴ *Name and Address of BHEL Unit/Division/Region (Already filled up)*

⁵ *BG Amount in words and Figures*

⁶ *Validity Date*

⁷ *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 **~~BHEL~~ 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**
07. Branch Phone No. **KOLKATA**
08. City **033-23575666**
09. IFSC Code of the Branch **KOLKATA**
SBIN 0004289

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of Authorised Representative of Vendor
के. के. कोआरी / K. K. Coari
उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)
बी. एच. ई. एल. : पी.एस.ई.आर : कोलकाता - 700 091
BHEL:PSER / Kolkata-700 091

Confirmation by Banker with office seal


Note : Incorrect information will create Accounting complications and payment will be delayed

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 1 OF 12

CONTENTS

CLAUSE NO	DESCRIPTION
1.0	SCOPE OF WORK
2.0	DEPLOYMENT DETAILS, CONTRACT PERIOD & DAILY WORKING HOURS
3.0	SCHEDULE OF CRANE MOBILIZATION & LOCATION
4.0	CONTRACT PRICE
5.0	SPECIFIC TERMS
6.0	TERMS OF PAYMENT
7.0	LIQUIDATED DAMAGES
8.0	INSPECTION OF CRANE AND RIGHTS OF BHEL
9.0	ARBITRATION & JURISDICTION
10.0	REJECTION OF TENDER
11.0	FORCE MAJEURE CONDITIONS
12.0	VALIDITY OF OFFER
13.0	STATUTORY REQUIREMENTS
14.0	TECHNICAL BID & OWNERSHIP OF CRANE
15.0	SECURITY DEPOSIT
16.0	PERFORMANCE BOND
17.0	ADDITIONAL SECURITY DEPOSIT
18.0	EVALUATION OF OFFER
19.0	PRICE VARIATION, RATE REVISION & OVER RUN COMPENSATION
20.0	HEALTH SAFETY & ENVIRONMENT
21.0	TAXES, DUTIES, ETC
22.0	OTHERS

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 2 OF 12

These special conditions shall be construed as part of tender document and shall be read along with general conditions of contract (GCC) and other volumes of tender. In case of any conflict or inconsistency between GCC, other volumes and these special conditions contract (SCC), the same shall be brought out by the bidder in writing to BHEL for clarification, failing which most stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO	DESCRIPTION	
1.1	SCOPE OF WORK	
1.1.1	<p>PROVIDING 1 NO. MID RANGE HEAVY LIFT CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB, WITH LIFTING CAPACITY BELOW HOOK 12 MT (MIN) AT 30 M RADIUS WITH MAIN BOOM & LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M ABOVE GROUND AT 3X660 MW NORTH KARANPURA PROJECT.</p> <p>HOOK BLOCK SHOULD BE MADE AVAILABLE FOR WORKING SEPARATELY WITH MAIN BOOM OR THE HOOK FOR WORKING WITH THE MAIN BOOM & LUFFING JIB COMBINATION.</p> <p>MINIMUM REQUIREMENT OF MAIN BOOM IS AROUND 60 M AND LUFFING JIB REQUIREMENT IS 60 M (MINIMUM). TOTAL (MAIN BOOM+LUFFING JIB) REQUIREMENT IS MINIMUM 120M. LUFFING JIB SHALL BE FITTED AT MINIMUM 54 M LENGTH OF THE MAIN BOOM.</p> <p>END TO END CRAWLER WIDTH FOR THE CRANE SHOULD BE WITHIN 9M. HOOK BLOCKS OF DIFFERENT CAPACITY LIKE AROUND 13 MT (BALL HOOK), 35 MT AND 70 MT SHOULD BE AVAILABLE WITH THE OFFERED CRANE MODEL.</p>	
1.2	PROJECT INFORMATION & APPROACH TO SITE	
1.2.1	<p>NORTH KARANPURA SUPER THERMAL POWER PROJECT (3X660 MW), A PIT HEAD COAL BASED THERMAL POWER PROJECT, IS LOCATED IN HAZARIBAGH AND CHATRA DISTRICTS OF JHARKHAND STATE. BASIC INPUTS I.E. COAL, WATER AND LAND HAVE ALREADY BEEN TIED UP. THE PROJECT IS PROPOSED FOR THE STATES & UNION TERRITORIES OF NORTHERN, WESTERN AND EASTERN REGIONS AND THE STATE OF JHARKHAND. THE CAPACITY OF THE PROJECT IS 1980 MW COMPRISING OF THREE (3) UNITS OF 660 MW EACH.</p> <p>THE POWER PROJECT IS PROPOSED TO BE LOCATED NEAR TANDWA TOWN IN CHATRA DISTRICT IN THE STATE OF JHARKHAND ON HAZARIBAGH-CHATRA STATE HIGHWAY AT A DISTANCE OF ABOUT 50 KMS FROM HAZARIBAGH CITY. THE NEAREST COMMERCIAL AIRPORT IS RANCHI AT A DISTANCE OF 150 KMS FROM PROJECT SITE. THE NEAREST RAILHEAD KHALARI RAILWAY STATION ON RANCHI-GARHWA SECTION OF EASTERN RAILWAYS IS ABOUT 40 KMS FROM PROJECT SITE</p>	
1.3	GENERAL SPECIFICATIONS	
	CRANE BOOM REQUIREMENT SHALL BE AS PER FOLLOWINGS:	
1.3.1	LIFTING CAPACITY	250MT (MIN.) WITH BASIC BOOM (I.E. BOOM BOTTOM & BOOM HEAD) AT 4.5M (MIN) RADIUS
1.3.2	BOOM LENGTH	60M (MIN) ~ 91M (MAX)
1.3.3	LUFFING JIB REQUIREMENT SHALL BE AS PER FOLLOWINGS:	
	JIB LENGTH M ~ M	60M (MIN) ~ 100M (MAX)
	COMBINATION OF BOOM & JIB (M + M)	120M (MIN)

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 3 OF 12

1.3.4	THE AGE OF THE CRANE SHOULD NOT BE MORE THAN FIFTEEN (15) YEARS AT THE TIME OF DEPLOYMENT AT SITE				
1.3.5	THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND ACCOUNTABLE TO DEMONSTRATE FITNESS OF THE CRANE, AND SHALL CARRY OUT ALL SUCH THINGS NOT LIMITED TO FITNESS CERTIFICATION FROM ORIGINAL MANUFACTURER, 3RD PARTY AGENCY ETC NECESSARY TO DEMONSTRATE FITNESS OF THE CRANE.				
1.3.5	THE CRANE SHALL BE USED FOR STRUCTURAL ERECTION WORKS INCLUDING HANDLING OF STRUCTURAL STEEL OF VARIOUS SIZES AND SHAPES.				
1.3.6	THE ABOVE CRANES SHALL BE PROVIDED WITH OPERATOR, HELPER, SERVICE & MAINTENANCE STAFF, FUEL & ALL OTHER CONSUMABLES FOR MINIMUM 14 HRS. DAILY DUTY INCLUDING 1 HR LUNCH BREAK AT SITE, ON FIXED MONTHLY HIRE BASIS, WITH SEPARATE MOBILIZATION, DEMOBILIZATION AND HOURLY OPERATION/FUEL CHARGES.THE CRANE SHOULD BE IN GOOD WORKING CONDITION . BIDDER MAY PLEASE NOTE CRANE WITH ONLY SOLID CAST STEEL COUNTER WEIGHT IS ACCEPTABLE. DEPLOYMENT DETAILS OF THE CRANE IS INDICATED IN CLAUSE 2.0.				
2.0	DEPLOYMENT DETAILS, CONTRACT PERIOD & DAILY WORKING HOURS				
2.1	DEPLOYMENT SCHEDULE, DURATION				
	Project	CRANE CAPACITY	Tentative deployment schedule	Duration (Month)	Extension provision (Month)
2.1.1	3X660 MW NORTH KARANPURA PROJECT., DIST.-HAZARIBAG,JHAR KHAND	MID RANGE CRAWLER CRANE OF MINIMUM LIFTING CAPACITY 250MT WITH BASIC BOOM AT 4.5M (MIN) RADIUS	By APRIL, 2020	12	6
2.2	THE CONTRACT DURATION PERIOD FOR CRANE DEPLOYMENT SHALL BE AS ABOVE AND TO BE RECKONED FROM THE DATE OF COMPLETE COMMISSIONING AND LOAD TEST AFTER RECEIPT OF THE CRANE WITH ALL ACCESSORIES AT SITE IN GOOD ORDER & CONDITION, AS CERTIFIED BY BHEL'S SITE ENGINEER FROM 3X660 MW NORTH KARANPURA SITE. ON DEPLOYMENT, INITIAL LOAD TEST IS TO BE CONDUCTED AT SITE FOR WHICH NECESSARY LOAD MATERIALS WILL BE PROVIDED BY BHEL FREE OF COST. LOCAL TRANSPORTATION OF LOAD MATERIALS SHALL BE IN THE BIDDER'S SCOPE. BIDDER HAS TO ARRANGE THIRD PARTY INSPECTION AGENCY AT SITE AT HIS OWN COST FOR INITIAL LOAD TEST.				
2.3	IN CASE OF EXIGENCY SITE REQUIREMENT, THE SCHEDULE IS FURTHER EXTENDABLE FOR ADDITIONAL MONTHS (AS INDICATED ABOVE IN CLAUSE NO- 2.1.1) AT THE SAME TERMS & CONDITIONS DEPENDING UPON ACTUAL SITE REQUIREMENT WITH MINIMUM 1 MONTH (30 DAYS) NOTICE PERIOD IN ADVANCE FROM THE SITE.				
2.4	THE MONTHLY RATE , AS DERIVED BY APORTIONING THE TOTAL QUOTED PRICE IN THE PRESCRIBED PRICE SCHEDULE ,SHALL REMAIN FIRM THOUGH OUT THE ORIGINAL CONTRACT PERIOD AND SHALL BE 90% FOR THE EXTENDED PERIOD (IF ANY).				
2.5	THE CRANE WITH OPERATOR, HELPERS AND SERVICE/ MAINTENANCE STAFF SHALL REMAIN AVAILABLE FOR MINIMUM CUMULATIVE 14 HOURS/ DAY (ANY PART OF THE DAY) INCLUSIVE OF 1 HOUR LUNCH BREAK. PAYMENT DURING WORKING FOR EXTENDED HOURS, SUNDAYS AND HOLIDAYS WILL BE MADE AT 25 % OF PRO-RATA BASIS OF CRANE HIRING CHARGES AS PER PRICE SCHEDULE.				
2.6	IF THE PERFORMANCE OF CRANE IS NOT SATISFACTORY, THE CONTRACT SHALL BE LIABLE FOR TERMINATION WITHOUT PRIOR NOTICE.				
3.0	SCHEDULE OF CRANE MOBILIZATION & LOCATION				

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 4 OF 12

3.1	THE TENTATIVE DEPLOYMENT SCHEDULE OF THE CRANE IS INDICATED IN THE RELEVANT CLAUSE OF THE TENDER. THE CRANES WITH ALL ACCESSORIES, FUEL, OPERATOR, HELPER ETC SHALL HAVE TO BE TRANSPORTED & PHYSICALLY MOBILIZED TO BHEL AT 3X660 MW NORTH KARANPURA SITE WITHIN A PERIOD OF 30 (THIRTY) DAYS FROM THE DATE OF NOTICE ISSUED BY CONSTRUCTION MANAGER- BHEL NORTH KARANPURA SITE.
3.2	CONSIGNEE FOR 3X660 MW NORTH KARANPURA PROJECT IS AS UNDER. GENERAL MANAGER, BHEL SITE OFFICE, 3x660 MW NORTH KARANPURA SITE, TANDWA, DIST- CHATRA, JHARKHAND
3.3	FOR TRANSPORTATION OF CRANE BHEL SHALL NOT PROVIDE ROAD PERMITS/ WAYBILLS. HOWEVER IN THE EXTREME EMERGENCY CONDITION, IF BHEL HAS TO PROVIDE THE REQUISITE ROAD PERMIT FOR WHICH IF ANY FINANCIAL OR LEGAL IMPLICATIONS ARISE OUT AT A LATER DATE, THE VENDOR SHALL BE RESPONSIBLE AND SHALL BEAR THE COST AND DEAL THE ALLIED IMPLICATIONS WITH SALES TAX AUTHORITY.
3.4	BIDDER IN THE TECHNICAL BID SHALL INDICATE THE CRANE MODEL OFFERED, THE PRESENT LOCATION OF THE SPECIFIC CRANE (SOURCE OF DEPLOYMENT) AS ON THE DATE OF BID-SUBMISSION OF THE TENDER. BHEL RESERVES THE RIGHT TO CHECK THE HEALTHINESS OF THE CRANE AND AUTHENTICITY OF THE LOCATION OF THE CRANE DURING SCRUTINY OF OFFER AND IF THE SAME IS NOT FOUND IN ORDER THEN TECHNICAL BID OF THE VENDOR SHALL STAND REJECTED.
3.5	TECHNICAL BID & OWNERSHIP OF CRANE
3.5.1	THE CONTRACTOR IS TO FURNISH ALL DETAILS REGARDING CORRECT SPECIFICATION OF CRANE AND AGE PROOF, OWNERSHIP DETAILS AND INSURANCE COVERAGE TAKEN FOR THE CRANE, EXPERIENCE OF PROVIDING THE CRANE EARLIER TO VARIOUS COMPANIES OF REPUTE (BY FURNISHING THE ORDER COPIES OF THOSE JOBS ETC) AND ALL OTHER RELEVANT INFORMATION REGARDING THE CRANE IN THE TECHNICAL BID. BIDDERS MAY ALSO NOTE THAT THEY SHOULD PUT UTMOST EFFORT TO PROVIDE THE MODELS OF CRANE OFFERED ALONG WITH THEIR TECHNO-COMMERCIAL BID AND ACCEPTED BY BHEL. HOWEVER, IN CASE OF EXIGENCY, IF IT IS NOT POSSIBLE BY THE BIDDER TO DEPLOY ANY OF THE ALREADY ACCEPTED MODEL OF CRANE, BIDDER MAY DEPLOY ANY OTHER MODEL OF CRANE ONLY ON RECEIPT OF APPROVAL FROM BHEL CONFIRMING TECHNICAL SUITABILITY AS PER TENDER.
4.0	CONTRACT PRICE
4.1	BIDDER'S TOTAL QUOTED PRICE SHALL BE APPORTIONED AS PER SCH-2 TO DERIVE SEPARATE RATE FOR (I) MONTHLY RENTAL CHARGES OF THE CRANE INCLUSIVE OF ALL LUBRICANTS, GREASE, SPARE PARTS, FILTERS, CONSUMABLES (EXCEPT FUEL), OPERATOR, HELPER, MAINTENANCE STAFF ETC BASED ON THE WORKING HOURS AS MENTIONED ABOVE (II) MOBILIZATION AND DE-MOBILIZATION CHARGES TOGETHER FOR THE CRANE TO & FROM SITE AND (III) FUEL CHARGES/ HOUR OF OPERATION OF THE CRANE WITH ENGINE ON CONDITION IN THE ENCLOSED PRICE SCHEDULE FORMAT AS PER VOLUME-III (LATEST REVISION) OF THIS TENDER.
4.2	IN CASE THE BIDDER QUOTES MULTIPLE MODELS OF CRANE AGAINST A PARTICULAR REQUIREMENT, THE LOWEST RATE AMONG THE TECHNICALLY ACCEPTED MODELS SHALL BE CONSIDERED FOR COMPARISON AND AWARDING.
4.3	BHEL RESERVES THE RIGHT TO RESORT TO REVERSE AUCTIONING/ PRICE BID OPENING OF THE CRANE/ SCHEDULE OF VOLUME-III TO FINALIZE

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 5 OF 12

	ORDERING OF THE CRANE DEPENDING ON PROJECTS' REQUIREMENT. DECISION OF BHEL IN THIS REGARD IS FINAL & BINDING ON BIDDER.
5.0	SPECIFIC TERMS
5.1	FOR RECORDING THE HOURS OF OPERATION WITH ENGINE ON CONDITION, VENDOR IS REQUIRED TO MAINTAIN A SEPARATE REGISTRAR AT SITE, WHICH SHALL BE CERTIFIED BY SITE ENGINEER BEFORE RELEASE OF PAYMENT FOR MONTHLY FUEL CHARGES. THE QUOTED RATES SHALL REMAIN FIRM THROUGHOUT THE ENTIRE CONTRACT TENURE INCLUDING THE EXTENDED PERIOD. IN CASE OF EXIGENCY OF SITE REQUIREMENTS, BHEL RESERVE THE RIGHT TO FURTHER EXTEND THE CONTRACT BEYOND CONTRACTUAL AND PROVISIONAL EXTENSION (AS INDICATED IN CLAUSE NO 2.0) AT A RATE MUTUALLY AGREED BETWEEN BHEL AND THE CONTRACTOR.
5.2	THE RATES QUOTED SHALL BE INCLUSIVE OF ALL TAXES, DUTIES BUT EXCLUDING GST & BOCW CESS (AS SPECIFIED ELSEWHERE IN THE TENDER), WHICH SHALL BE PAID, AS APPLICABLE, SEPARATELY AGAINST SUBMISSION OF DOCUMENTS OF GST & BOCW CESS PAYMENT MADE BY THE VENDOR. THERE IS NO PROVISION FOR ANY ADVANCE PAYMENT BY BHEL FOR MOBILIZATION/ DE-MOBILIZATION ETC.
5.3	THE CRANE OPERATION SHALL BE EXECUTED UNDER THE USUAL CONDITIONS PREVAILING IN MAJOR POWER PLANT CONSTRUCTION AND IN CONJUNCTION WITH NUMEROUS OTHER OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL CO-OPERATE WITH ALL BHEL PERSONNEL, BHEL'S CUSTOMER, CUSTOMER'S CONSULTANTS AND ALL OTHER CONTRACTORS, COORDINATING THE CRANE MOVEMENTS WITH OTHERS AND WORK IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK OF THE PROJECT.
5.4	THE CONTRACTOR SHALL EXECUTE THE WORK IN MOST SUBSTANTIAL AND WORKMANLIKE MANNER. THE MATERIALS AND EQUIPMENT OF BHEL BY THE CRANE SHALL BE HANDLED WITH CARE AND DILIGENCE, WHILE SAME ARE HANDLED BY THE CRANE.
5.5	MOBILIZATION CHARGES FOR CRANE SHALL BE PAID ONLY AFTER SATISFACTORY COMMISSIONING AND LOAD TEST OF THE CRANE AT SITE, AND CERTIFICATION FROM BHEL SITE TO THIS EFFECT.
5.6	DEMOBILIZATION CHARGES SHALL BE PAID ONLY ON RECEIPT OF WRITTEN CONFIRMATION FROM BHEL SITE THAT THE CRANE HAS BEEN DISMANTLED AND TRANSFERRED FROM SITE BY THE VENDOR.
5.7	FOR UNLOADING, ASSEMBLY, DISASSEMBLY OF THE CRANE, CONTRACTOR SHALL ARRANGE THE REQUISITE CRANE INCLUDING SLINGS ETC. AT CONTRACTOR'S COST. FOR REARRANGEMENT OF BOOM AND JIB AS PER JOB REQUIREMENT DURING THE HIRING PERIOD, THE REQUISITE CRANE SHALL BE ARRANGED BY THE CONTRACTOR AT THEIR OWN COST. NO CLAIM IN THIS REGARD WILL BE ENTERTAINED BY BHEL. DURING MOBILIZATION FOR TRANSPORTATION OF THE CRANE TO SITE, BHEL SHALL NOT PROVIDE ROAD PERMIT/ WAYBILLS.
5.8	TOWARDS FULFILLMENT OF THE RELEVANT SAFETY NORMS, THE CONTRACTOR IS REQUIRED TO SUBMIT VALID TEST CERTIFICATE FOR THE CRANE TO BE DEPLOYED AT SITE. ON DEPLOYMENT, LOAD TEST IS TO BE CONDUCTED AT SITE FOR WHICH NECESSARY LOAD MATERIALS WILL BE PROVIDED BY BHEL FREE OF COST. LOCAL TRANSPORTATION OF LOAD MATERIALS SHALL BE IN THE SCOPE OF VENDOR.
5.9	OPERATION, MAINTENANCE, FUEL (ENGINE ON CONDITION) AND ALL CONSUMABLES REQUIRED FOR REGULAR DAILY RUNNING OF THE CRANE AS PER THE WORKING HOURS MENTIONED ARE TO BE PROVIDED BY THE CONTRACTOR. THE AGENCY SHOULD PROVIDE ADEQUATE NUMBER OF OPERATORS, HELPERS AND MAINTENANCE PERSONNEL TO ENSURE

VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 6 OF 12
----------------	--	--------------

	TROUBLE-FREE UNINTERRUPTED OPERATION, SERVICES AND MAINTENANCE OF THE CRANE AT SITE. IN CASE THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED FUELS, CONSUMABLE ETC IN TIME, BHEL RESERVES THE RIGHT TO SUPPLY THE SAME AND DEDUCT THE COST FROM CONTRACTOR'S BILL WITH 30 % OVERHEAD.
5.10	NORMALLY THE MAINTENANCE/ GREASING ACTIVITIES IN THE CRANE SHALL BE DONE BY THE CONTRACTOR DURING RECESS PERIOD SO THAT NO WORKING DAY IS LOST FOR OUTAGE OF THE CRANE. HOWEVER, ANY BREAKDOWN/ REPAIR OF THE CRANE SHALL BE IMMEDIATELY ATTENDED BY CONTRACTOR AT HIS OWN COST & RISK. THE CONTRACTOR IS TO MAINTAIN STOCK OF ADEQUATE SPARES & CONSUMABLES WITH THE REQUIRED TOOLS & TACKLES AT SITE FOR THIS PURPOSE.
5.11	A LOG BOOK GIVING FULL OPERATION/ MAINTENANCE/ DOWNTIME IF ANY DETAILS SHALL BE MAINTAINED BY THE CONTRACTOR AT SITE AND REGULARLY ENDORSED BY BHEL SITE ENGINEER THROUGH HIS SIGNATURE ON DAILY BASIS OR AS PER THE SITE PROCEDURE.
5.12	IN CASE OF OPERATOR'S ABSENCE THE CONTRACTOR SHALL ARRANGE ALTERNATIVE IMMEDIATELY FOR CONTINUATION OF SITE WORK SO AS NOT TO HAMPER THE SCHEDULED ERECTION PROGRAM.
5.13	IF THE CRANE BECOMES IDLE DUE TO FAILURE ATTRIBUTABLE TO IT'S OWN MECHANISM, THE IDLE HOURS FOR MAKING THE CRANE READY WILL EITHER BE DEDUCTED FROM THE MONTHLY HIRE CHARGES ON PRO-RATA BASIS OF THE ACCEPTED MONTHLY LUMP SUM HIRE CHARGE DIVIDED BY 26 DAYS, FURTHER DIVIDED BY 14 HOURS OR SHALL BE COMPENSATED BY WORKING THE LOST HOURS DURING NORMAL WORKING HOURS ONLY, AT THE DISCRETION OF BHEL SITE ENGINEER. BHEL'S DECISION IN THIS REGARD SHALL BE FINAL & BINDING ON BIDDER.
5.14	LIQUIDATED DAMAGE PROVISION SHALL REMAIN APPLICABLE FOR DELAY IN CRANE DEPLOYMENT TO SITE.
5.15	HOLIDAYS SHALL BE AS OBSERVED BY BHEL AT SITE AND SUNDAYS SHALL BE CONSIDERED AS HOLIDAYS. HOWEVER, IN EXIGENCY, THE CRANE MAY BE REQUIRED TO BE OPERATED ON SUNDAYS AND SUCH HOLIDAYS.
5.16	CUMULATIVE WORKING HOURS PER DAY FOR THE CRANE SHALL BE FOR 14 (FOURTEEN) HOURS INCLUSIVE OF ONE HOUR LUNCH BREAK DAILY, EXCLUDING SUNDAYS & SCHEDULED HOLIDAYS. FOR CRANE WORKING BEYOND WORKING HOURS, OR ON SUNDAY/ HOLIDAYS WITH PRIOR PERMISSION OF CONCERNED BHEL SITE ENGINEER, THE CONTRACTOR SHALL BE PAID ON PRO- RATA HIRE CHARGE AS STATED BELOW, BASED ON CERTIFICATION OF THE BHEL SITE ENGINEER.
5.17	HOURLY RATE FOR WORKING BEYOND CUMULATIVE WORKING HOURS AND WORKING ON SUNDAYS AND HOLIDAYS = 25 % OF MONTHLY HIRING RATE OF PRICE SCHEDULE DIVIDED BY 26 AND FURTHER DIVIDED BY 14 (MONTHLY HIRE CHARGE/ (26 X 14)). FUEL CHARGES FOR HOURLY RUNNING OF THE CRANE WITH ENGINE ON CONDITION SHALL BE PAID SEPARATELY AS PER RELEVANT ITEMS OF PRICE SCHEDULE
5.18	IN CASE THERE IS A TOTAL FAILURE OF THE CRANE, THE CONTRACTOR SHOULD REPLACE THE SAME AND BRING SUBSTITUTE CRANE WITHIN A DEADLINE OF 20 DAYS FROM OUTAGE, WHICH SHALL BE TREATED AS IDLE PERIOD AND NO HIRE CHARGES PAYMENT SHALL BE MADE FOR THIS PERIOD. IN THE CASE OF CONTRACTOR'S FAILURE TO DO SO, BHEL SHALL MAKE ALTERNATIVE ARRANGEMENTS AT THE RISK & COST OF THE CONTRACTOR.
5.19	NECESSARY INSURANCE COVERAGE FOR THE CRANE INCLUDING THIRD PARTY LIABILITY AND FOR THE WORKMEN (COVERING WORKMEN'S COMPENSATION ACT) ENGAGED BY THE CONTRACTOR ARE TO BE TAKEN

VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 7 OF 12
----------------	--	--------------

	AT HIS COST AND COPY OF THE SAME SHOULD BE SUBMITTED TO BHEL AT SITE BEFORE WORK COMMENCEMENT. IF ANY ACCIDENT/ INJURY OCCURS TO ANY OTHER PERSONS/ PUBLIC DUE TO PROVEN NEGLIGENCE/ NON-ADHERENCE TO RELEVANT SAFETY AND OTHER PRECAUTIONS ON THE PART OF CONTRACTOR/ ITS EMPLOYEES, THE CONTRACTOR SHALL REMAIN LIABLE TO PAY NECESSARY COMPENSATION AND OTHER EXPENSE, AS DECIDED BY APPROPRIATE AUTHORITIES/ AS PER STATUTORY NORMS.
5.20	THE CONTRACTOR SHALL FOLLOW & COMPLY WITH ALL SAFETY RULES OF BHEL AND THEIR CUSTOMER, RELEVANT PROVISIONS OF APPLICABLE LAWS PERTAINING TO SAFETY OF WORKMEN, EMPLOYEES, PLANT AND EQUIPMENT AS MAY BE PRESCRIBED FROM TIME TO TIME WITHOUT ANY DEMUR, PROTEST OR CONTEST OR RESERVATION. IN CASE OF ANY CONFLICT BETWEEN STATUTORY REQUIREMENT AND SAFETY RULES OF THE CLIENT REFERRED ABOVE, THE LATER SHALL BE BINDING ON THE CONTRACTOR UNLESS THE STATUTORY PROVISIONS ARE MORE STRINGENT.
5.21	ANY LOSS OR DAMAGE TO BHEL OR CUSTOMER'S PROPERTY DUE TO NEGLIGENCE OF THE CREW EMPLOYED BY THE CONTRACTOR IS ATTRIBUTABLE TO THE CONTRACTOR. BHEL SHALL NOT BE RESPONSIBLE FOR ANY ACCIDENT/ INJURY TO THE CONTRACTOR 'S CREW/ STAFF DURING OPERATION OR OTHERWISE. CONTRACTOR HAS TO ASSUME FULL RESPONSIBILITY OF THE SAFETY OF THEIR CREW/ STAFF AND TO COMPLY WITH THE SECURITY/ SAFETY REGULATIONS OF BHEL AND OTHERS AT SITE.
5.22	BHEL SHALL PROVIDE SPACE FREE OF COST TO THE CONTRACTOR AT SITE, WHERE THEY ARE TO MAINTAIN A SHED/ CONTAINER FOR WORKING FACILITY OF THEIR PERSONNEL AND KEEPING/ STORING OF THEIR REQUIRED HAND TOOLS, SPARES, SLINGS, CONSUMABLES ETC. AS NECESSARY. GENERAL WATCH & WARD/ SECURITY SERVICES MAY BE PROVIDED BY BHEL.
5.23	CONTRACTOR HAS TO MAKE THEIR OWN ARRANGEMENT FOR ACCOMMODATION, TRANSPORT AND OTHER AMENITIES LIKE MEDICAL ETC FOR THEIR CREW/ STAFF AT SITE AT THEIR OWN COST.
5.24	ALL THE STATUTORY REQUIREMENTS AS CALLED FOR BY THE LABOUR LAWS AND OTHER STATUTORY AUTHORITIES ARE TO BE MET BY CONTRACTOR AND PROOF OF COMPLIANCE SHOULD BE MADE AVAILABLE TO BHEL.
5.25	CONTRACTOR SHALL HAVE TO ARRANGE ENTRY GATE PASSES FOR THEIR CREW/ STAFF AT THE CONSTRUCTION PLANT SITE. NECESSARY SUPPORT IN REGARD TO FORWARDING OF DOCUMENTS SHALL BE GIVEN BY BHEL.
5.26	ELECTRICAL POWER/ ILLUMINATION FOR YOUR CRANE OPERATION/ MAINTENANCE WORKS AT SITE SHALL BE PROVIDED BY BHEL AT FREE OF COST BASIS. HOWEVER, THE CRANE SHOULD HAVE IT'S OWN LIGHTS FOR MOVEMENT/ WORKING IN THE WORKING AREA AT SITE.
5.27	THE CONTRACTOR SHALL COMPLY WITH THE PLANT SECURITY REGULATIONS IN FORCE AT SITE IN ENTRY, EXIT, And MOVEMENT & WORKING INSIDE THE PLANT PREMISES. THE CONTRACTOR SHALL ALSO ENSURE THAT ALL PERSONS ENGAGED BY HIM FOR THE WORK BEHAVE PROPERLY WITH BHEL AND THEIR CLIENT. IN CASE OF ANY REPORTED MISBEHAVIOR, CONTRACTOR SHALL IMMEDIATELY WITHDRAW SUCH EMPLOYEE/ PERSON FROM WORK.
5.28	BIDDERS MAY NOTE THAT DEPLOYMENT OF CRANE TO ANY SITE AGAINST THE PRESENT TENDER CAN NOT BE CO-RELATED/ LINKED WITH ANY PREVIOUS OR ONGOING DISPUTES AROUSED UNDER ANY OTHER CONTRACT WITH BHEL/ BHEL'S CUSTOMER AND ANY SUCH LINKAGE ON

VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 8 OF 12
----------------	--	--------------

	THE PART OF BIDDER SHALL BE TREATED AS BREACH OF CONTRACT.
5.29	BIDDER MAY PLEASE NOTE DURING MOBILIZATION OF CRANE FOR MOVEMENT OF HEAVY CONSIGNMENTS WEIGHING MORE THAN 20MT & WIDTH MORE THAN 10.5 FT., ADVANCE ROAD SURVEY AND LOGISTIC PLANNING SHALL BE DONE BY BIDDER OR BIDDER'S TRANSPORTER.
5.30	FOR TRANSPORTATION OF CRANE TO THE SITE LOCATED AT ASSAM, ALL THE FORMALITIES OF STATUTE ARE IN BIDDER'S SCOPE AND AS IT IS EXPECTED THE CRANE SHALL BE SELF-PROPELLED (MOVE ON ITS OWN ON TYRE). THE RELEVANT UPDATED REGISTRATION DOCUMENTS & PERMISSION TO TRAVEL SHALL BE ESPECIALLY ENSURED BY BIDDER.
5.31	COMPLIANCE OF ALL FORMALITIES RELATED TO STATUTORY LABOUR LAWS, LIKE: LABOUR LICENSE, LABOUR INSURANCE, PAYMENT OF BOCW CESS ETC. SHALL BE IN THE SCOPE OF VENDOR AND THE BIDDERS MAY INCLUDE THESE COST IN THEIR QUOTED PRICE. BHEL SHALL NOT PAY ANY CLAIM OF VENDOR ON THESE ACCOUNTS.
6.0	TERMS OF PAYMENT
6.1	THE CONTRACTOR SHALL SUBMIT THE RA BILL ONCE IN A MONTH AT THE END OF EACH MONTH. 100 % PAYMENT SHALL BE RELEASED AFTER 45 DAYS FROM THE RECEIPT OF COMPLETE BILL FROM THE RESPECTIVE BHEL SITE ON SUBMISSION OF THE INVOICE (IE AGAINST THE RA BILL) COMPLETE IN ALL RESPECT ACCOMPANIED BY BHEL ENGINEER'S CERTIFICATE WITH THE FOLLOWING DOCUMENTS, SUBJECT TO ITS COMPLETENESS & CORRECTNESS IN ALL RESPECT.
6.2	INVOICE IN TRIPLICATE BASED ON MONTHLY HIRE CHARGE RATES AS PER PRICE SCHEDULE, VOLUME-III (LATEST REVISION) INCLUDING EXTENDED HOUR RUNNING CHARGES, IF ANY, AS PER LOG BOOK ENTRY AND HOURLY FUEL CHARGES ON 'ENGINE ON' CONDITION RUNNING OF THE CRANE AS PER SEPARATE RECORD, TO BE MAINTAINED BY THE CONTRACTOR (AS STATED IN RELEVANT CLAUSE), SHALL BE SUBMITTED TO CERTIFIED BY BHEL SITE ENGINEER.
6.3	FIFTY PERCENT OF THE LUMP SUM RATE FOR MOBILIZATION & DEMOBILIZATION CHARGE , AS DERIVED FROM TOTAL PRICE & ACCEPTED, WILL BE PAYABLE AGAINST MOBILIZATION AND BALANCE FIFTY PERCENT IS PAYABLE AGAINST DE-MOBILIZATION. MOBILIZATION CHARGES FOR CRANE SHALL BE PAID ONLY AFTER SATISFACTORY COMMISSIONING AND LOAD TEST (BY TPI) OF THE CRANE AT SITE, AND CERTIFICATION FROM BHEL SITE TO THIS EFFECT. DEMOBILIZATION CHARGES SHALL BE PAID ONLY ON RECEIPT OF WRITTEN CONFIRMATION FROM BHEL SITE THAT THE CRANE HAS BEEN DISMANTLED AND TRANSFERRED FROM SITE BY THE VENDOR.
6.4	BHEL MAY RELEASE PAYMENT THROUGH ELECTRONIC MODE, FOR WHICH BIDDER SHALL COMPLY WITH NECESSARY REQUIREMENT PRIOR TO PAYMENT AS PER PRESCRIBED FORMAT.
7.0	LIQUIDATED DAMAGES
	SINCE TIME IS THE MAIN ESSENCE OF THE CONTRACT, THE DEPLOYMENT OF CRANE IS TO BE MADE WITHIN THE TIME LIMIT PRESCRIBED IN RELEVANT CLAUSE OF THE TENDER. IN CASE CONTRACTOR DEPLOYS THE CRANE BEYOND THE PERIOD SPECIFIED IN THE CONTRACT, BHEL WILL HAVE NO OBLIGATION TO ACCEPT THE CRANE AND RESERVES THE RIGHT TO LEVY LIQUIDATED DAMAGES AT THE RATE OF 0.5% (HALF PERCENT) OF THE AWARDED CONTRACT VALUE DELAYED FOR EACH WEEK OF DELAY OR PART THEREOF WITHOUT PREJUDICE TO ANY OTHER RELIEF OR COMPENSATION DUE TO BHEL UNDER ANY OTHER CONDITIONS OF THE

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 9 OF 12

	<p>ORDER SUBJECT TO A MAXIMUM LIMIT OF 5 % OF TOTAL CONTRACT VALUE. IN CASE OF DELAY IN RECEIPT OF CRANE MATERIALS AT THE DELIVERY POINT, FOR REASONS NOT ATTRIBUTABLE TO BHEL, THE 'LIQUIDATED DAMAGES' CLAUSE SHALL BE STRICTLY ENFORCED, UNLESS EXTENSION OF DELIVERY DATE IS GRANTED THROUGH AN AMENDMENT TO THE WORK ORDER.</p> <p>IN CASE OF LD RECOVERY, THE APPLICABLE GST SHALL ALSO BE RECOVERED FROM YOU.</p>
8.0	<p>INSPECTION OF CRANE AND RIGHTS OF BHEL</p> <p>WHILE ALL CONTRACTORS ARE ADVISED TO FURNISH THE CORRECT SPECIFICATION OF THE CRANE TO BE PROVIDED IN THE TECHNICAL BID, BHEL RESERVE THE RIGHT TO INSPECT THE CRANE BEFORE PLACEMENT OF LOI AND TO REJECT THE SAME IN CASE IT IS NOT FOUND IN ORDER UP TO THE STATED SPECIFICATION. IN SUCH CASE OF REJECTION, CONTRACTOR HAS TO IMMEDIATELY SOURCE ALTERNATE CRANE FOR INSPECTION AND BHEL SHALL HAVE THE RIGHT TO FORFEIT THE EMD IN CASE CONTRACTOR FAILS TO OFFER THE CRANE FOR INSPECTION & BID OFFERED BY CONTRACTOR SHALL BE CANCELLED AND NOT TO BE FURTHER CONSIDERED.</p>
9.0	<p>ARBITRATION & JURISDICTION</p> <p>AS PER GCC.</p>
10.0	<p>REJECTION OF TENDER</p>
10.1	<p>THE ACCEPTANCE OF TENDER RESTS WITH BHEL WHICH DOES NOT BIND ITSELF TO ACCEPT THE LOWEST TENDER OR ANY TENDER AND RESERVES FULL RIGHTS OF REJECTION WITHOUT ASSIGNING ANY REASONS WHATSOEVER.</p>
10.2	<p>IF THE CONTRACTOR FULLY PERFORMS AND COMPLETES THE WORK IN ALL RESPECTS TO THE ENTIRE SATISFACTION, SECURITY DEPOSIT SHALL BE RELEASED TO THE CONTRACTOR AFTER DEDUCTING ALL COST OF EXPENSES AND OTHER AMOUNTS THAT ARE TO BE PAID TO BHEL UNDER THIS OR OTHER CONTRACTS ENTERED INTO WITH ON COMPLETION/ SUBMISSION OF RELEASE OF PAYMENT AGAINST FINAL BILL BY BHEL.</p>
11.0	<p>FORCE MAJEURE CONDITIONS</p> <p>AS PER GCC.</p>
12.0	<p>VALIDITY OF OFFER</p> <p>VALIDITY OF THE OFFER SHALL BE 180 DAYS FROM THE LATEST DUE DATE OF SUBMISSION OF OFFER. INTENDING BIDDERS ARE ADVISED TO VISIT THE SITE TO ASSESS JOB CONTENT, SITE CONDITION ETC BEFORE QUOTING AGAINST THE ENQUIRY.</p>
13.0	<p>STATUTORY REQUIREMENTS</p> <p>THE CONTRACTOR SHALL ENSURE THAT ALL STATUTORY REQUIREMENTS PERTAINING TO CONTRACT EXECUTION, EG INLAND LABOUR LAWS ETC ARE COMPLIED WITH AT SITE.</p>
14.0	<p>TECHNICAL BID & OWNERSHIP OF CRANE</p>
14.1	<p>THE BIDDER IS TO FURNISH ALL DETAILS REGARDING CORRECT SPECIFICATION OF CRANE AND AGE PROOF, OWNERSHIP DETAILS AND INSURANCE COVERAGE TAKEN FOR THE CRANE, EXPERIENCE OF PROVIDING THE CRANE EARLIER TO VARIOUS COMPANIES OF REPUTE (BY FURNISHING THE ORDER COPIES OF THOSE JOBS ETC) AND ALL OTHER RELEVANT INFORMATION REGARDING THE CRANE IN THE TECHNICAL BID.</p>
14.2	<p>BIDDERS MAY ALSO NOTE THAT THEY SHOULD PUT UTMOST EFFORT TO PROVIDE THE MODELS OF CRANE OFFERED ALONG WITH THEIR TECHNO-COMMERCIAL BID AND ACCEPTED BY BHEL. HOWEVER, IN CASE OF EXIGENCY, IF IT IS NOT POSSIBLE BY THE BIDDER TO DEPLOY ANY OF THE ALREADY ACCEPTED MODEL OF CRANE, BIDDER MAY DEPLOY ANY OTHER MODEL OF CRANE ONLY ON RECEIPT OF APPROVAL FROM BHEL</p>

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 10 OF 12

	CONFIRMING TECHNICAL SUITABILITY AS PER TENDER
15.0	SECURITY DEPOSIT AS PER GCC.
16.0	PERFORMANCE BOND Not applicable for this tender.
17.0	ADDITIONAL SECURITY DEPOSIT DELETED
18.0	EVALUATION OF OFFER EVALUATION OF OFFER SHALL BE DONE ON THE QUOTED PRICES FOR INDIVIDUAL CRANE/ SCHEDULE AGAINST REQUIREMENT AS INDICATED IN RELEVANT CLAUSE OF THE TENDER AS PER PRICE SCHEDULE. ORDER SHALL BE PLACED BASED ON LOWEST EVALUATED PRICE.
19.0	PRICE VARIATION/ RATE REVISION/ OVER RUN COMPENSATION/ MOBILISATION ADVANCE NOT APPLICABLE.
20.0	HEALTH SAFETY & ENVIRONMENT
20.1	VENDOR HAS TO FOLLOW HSE NORMS AT PROJECT SITE DURING EXECUTION OF ENTIRE CONTRACT PERIOD AND THE APPLICABLE HSE NORMS ARE NOTED IN TENDER DOCUMENT FOR HSE NORMS HAVING DOCUMENT TITLE: HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION BY SUBCONTRACTORS
21.0	TAXES, DUTIES, ETC
21.1	ALL TAXES EXCLUDING GST & BOCW CESS (AS SPECIFIED ELSEWHERE IN THE TENDER) BUT INCLUDING, CHARGES, ROYALTIES, ANY STATE OR CENTRAL LEVY AND OTHER TAXES FOR MATERIALS IF ANY OBTAINED FOR THE WORK AND FOR EXECUTION OF THE CONTRACT SHALL BE BORNE BY SUCCESSFUL BIDDER AND SHALL NOT BE PAYABLE EXTRA BY BHEL. ANY INCREASE OF ABOVE AT ANY STAGE DURING EXECUTION OF CONTRACT, INCLUDING EXTENSION OF THE CONTRACT, SHALL HAVE TO BE BORNE BY SUCCESSFUL BIDDER CONTRACTOR. BIDDER'S QUOTED/ ACCEPTED RATES/ PRICE SHALL BE INCLUSIVE OF ALL SUCH REQUIREMENTS.
21.2	GST ALONG WITH CESS (AS APPLICABLE) LEGALLY LEVIABLE & PAYABLE BY SUCCESSFUL BIDDER AS PER GST LAW, SHALL BE PAID BY BHEL, EXTRA. HENCE, BIDDER SHALL NOT INCLUDE GST ALONG WITH CESS (AS APPLICABLE) IN THEIR QUOTED RATES/ PRICE.
21.3	SUCCESSFUL BIDDER SHALL FURNISH PROOF OF GST REGISTRATION WITH GSTN PORTAL COVERING THE SERVICES UNDER THIS CONTRACT. REGISTRATION SHOULD ALSO BEAR ENDORSEMENT FOR THE PREMISES FROM WHERE THE BILLING SHALL BE DONE BY SUCCESSFUL BIDDER ON BHEL FOR THIS PROJECT/ WORK.
21.4	SINCE GST ON OUTPUT WILL BE PAID BY BHEL SEPARATELY AS ENUMERATED ABOVE, BIDDER'S YOUR QUOTED RATES/ PRICE SHOULD BE AFTER CONSIDERING THE INPUT CREDIT UNDER GST LAW AT BIDDER'S END.
21.5	TDS UNDER INCOME TAX SHALL BE DEDUCTED AT PREVAILING RATES ON GROSS INVOICE VALUE FROM THE RUNNING BILLS (RA BILLS) UNLESS EXEMPTION CERTIFICATE FROM THE APPROPRIATE AUTHORITY/ AUTHORITIES IS FURNISHED.
21.6	TDS UNDER GST AS APPLICABLE SHALL BE DEDUCTED AT APPLICABLE RATES ON GROSS INVOICE VALUE FROM THE RUNNING BILLS (RA BILLS).
21.7	BIDDER SHALL NOTE THAT GST TAX INVOICE COMPLYING WITH GST INVOICE RULES (SECTION 31 OF GST ACT & RULES REFERRED THEREUNDER) WHEREIN THE 'BILL TO' DETAILS SHALL ENCOMPASS FOLLOWING.

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 11 OF 12

	<p>BHEL GSTN: AS PER ATTACHED GSTN CODE TABLE. NAME: BHARAT HEAVY ELECTRICALS LTD. ADDRESS: SHALL BE INTIMATED LATER.</p> <p>ANY CHANGE TO ABOVE SHALL BE NOTIFIED BY BHEL AT APPROPRIATE JUNCTURE..</p>
21.8	<p>SUCCESSFUL BIDDER TO INTIMATE IMMEDIATELY ON THE DAY OF REMOVAL OF GOODS (IN CASE OF ANY SUPPLY OF GOODS) TO BHEL ALONG WITH ALL RELEVANT DETAILS AND SEND A SCANNED COPY OF TAX INVOICE TO BHEL THROUGH FOLLOWING COMMUNICATION MODE FOR ENABLING BHEL TO MEET ITS GST RELATED COMPLIANCES.</p> <p>PORTAL ADDRESS. SHALL BE INTIMATED LATER. AND EMAIL ADDRESS – SHALL BE INTIMATED LATER.</p> <p>SPECIFIC DETAILS OF ABOVE SHALL BE NOTIFIED BY BHEL AT APPROPRIATE JUNCTURE.</p>
21.9	<p>IN CASE OF DELAY IN SUBMISSION OF ABOVE MENTIONED DOCUMENTS ON THE DATE OF DESPATCH, BHEL MAY INCUR PENALTY/ INTEREST FOR NOT ADHERING TO INVOICING RULES UNDER GST LAW. THE SAME WILL BE LIABLE TO BE RECOVERED FROM SUCCESSFUL BIDDER, IN CASE SUCH DELAY IS NOT ATTRIBUTABLE TO BHEL.</p>
21.10	<p>IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), SUCCESSFUL BIDDER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER.</p>
21.11	<p>SUCCESSFUL BIDDER SHALL COMPLY WITH THE TIME LIMIT PRESCRIBED UNDER THE GST LAW AND RULES THEREOF FOR RAISING OF THE TAX INVOICE. IF ANY SUPPLY OF GOODS IS APPLICABLE, SUCCESSFUL BIDDER SHALL ALSO ENSURE PROMPT DELIVERY OF GOODS AFTER DESPATCH.</p>
21.12	<p>BIDDER SHALL NOTE THAT IN CASE GST CREDIT IS DELAYED/ DENIED TO BHEL DUE TO DELAYED/ NON RECEIPT OF GOODS AND/ OR TAX INVOICE OR EXPIRY OF THE TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC, OR ANY OTHER REASONS, NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM SUCCESSFUL BIDDER ALONG WITH INTEREST LEVIED/ LEVIABLE ON BHEL, AS THE CASE MAY BE.</p>
21.13	<p>SUCCESSFUL BIDDER SHALL UPLOAD THE INVOICES RAISED ON BHEL IN GSTR-1 WITHIN THE PRESCRIBED TIME AS GIVEN IN THE GST ACT. BIDDER SHALL NOTE THAT IN CASE OF DELAY IN DECLARING SUCH INVOICE IN YOUR RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL AS PER GST LAW SHALL BE RECOVERABLE FROM THE SUCCESSFUL BIDDER ALONG WITH INTEREST LEVIED/ LEVIABLE ON BHEL.</p>
21.14	<p>WAY BILL: SUCCESSFUL BIDDER TO ARRANGE FOR WAY BILL/ E-WAYBILL FOR ANY TRANSFER OF GOODS FOR THE EXECUTION OF THE CONTRACT.</p> <p>SUCCESSFUL BIDDER HAS TO MAKE THEIR OWN ARRANGEMENT AT THEIR COST FOR COMPLETING THE FORMALITIES, IF REQUIRED, WITH ISSUING AUTHORITIES, FOR BRINGING MATERIALS, PLANTS & MACHINERY AT SITE FOR EXECUTION OF THE WORKS UNDER THIS CONTRACT, ROAD PERMIT/ WAY BILL, IF REQUIRED, SHALL BE ARRANGED BY SUCCESSFUL BIDDER AND BHEL WILL NOT SUPPLY ANY ROAD PERMIT/ WAY BILL FOR THIS PURPOSE.</p>

TENDER NO – PSER:SCT:-NKP-F2038:20		
VOLUME-ID & II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 12 OF 12

21.15	ANY NEW TAXES & DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION AS PER NIT & TCN, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION, IF THE SAME IS NOT ATTRIBUTABLE TO YOU), SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENT TO THE SATISFACTION OF BHEL. HOWEVER, YOU SHALL OBTAIN PRIOR APPROVAL FROM BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES.
21.16	BENEFITS AND/ OR ABOLITION OF ALL EXISTING TAXES MUST BE PASSED ON TO BHEL AGAINST NEW TAXES, IF ANY, PROPOSED TO BE INTRODUCED AT A LATER DATE.
22.0	OTHERS
22.1	ALL OTHER TERMS & CONDITIONS OF THIS SPECIFICATION, NOT MENTIONED ABOVE SHALL BE GOVERNED BY THE PERTINENT PROVISIONS OF GCC.

**VOLUME-III
PRICE SCHEDULE, REV-0**

JOB: Providing One (1) no. Mid Range Heavy Lift hydraulic crawler crane on monthly rental basis having Lattice Boom & Luffing Jib, with Lifting capacity below hook 12MT (min) at 30 m radius with Main Boom & Luffing Jib combination to obtain clear height below Hook of 115 m above ground (Hook Block should be made available for working separately with main boom or the Hook for working with the main boom & luffing jib combination) for 3x660 MW North Karanpura STPP, Tandwa, Jharkhand.

TENDER NO. PSER:SCT:NKP-F2038:20

SL. No.	PREAMBLE
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 any where 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 enclosed 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.

**VOLUME-III
PRICE SCHEDULE, REV-0**

JOB: Providing One (1) no. Mid Range Heavy Lift hydraulic crawler crane on monthly rental basis having Lattice Boom & Luffing Jib, with Lifting capacity below hook 12MT (min) at 30 m radius with Main Boom & Luffing Jib combination to obtain clear height below Hook of 115 m above ground (Hook Block should be made available for working separately with main boom or the Hook for working with the main boom & luffing jib combination) for 3x660 MW North Karanpura STPP, Tandwa, Jharkhand.

TENDER NO. PSER:SCT:NKP-F2038:20

SL. No.	PREAMBLE
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.
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 chagses against indicated rate schedule, the same shall be considered as 2% of basic price and adjusted with the total quoated price against each item keeping the total quoted price unaltered.

VOLUME-III PRICE SCHEDULE, REV-0			
JOB: Providing One (1) no. Mid Range Heavy Lift hydraulic crawler crane on monthly rental basis having Lattice Boom & Luffing Jib, with Lifting capacity below hook 12MT (min) at 30 m radius with Main Boom & Luffing Jib combination to obtain clear height below Hook of 115 m above ground (Hook Block should be made available for working separately with main boom or the Hook for working with the main boom & luffing jib combination) for 3x660 MW North Karanpura STPP, Tandwa, Jharkhand.			
TENDER NO. PSER:SCT:NKP-F2038:20			
SCH-1 - TOTAL PRICE			
SL. NO.	DESCRIPTION OF EQUIPMENT/ ITEM	TOTAL QUOTED PRICE (Rs)	
1.0	TOTAL PRICE FOR PROVIDING CRANE ON MONTHLY RENTAL CHARGES BASIS INCLUSIVE OF ALL LUBRICANTS, GREASE, SPARE PARTS, FILTERS, CONSUMABLES (EXCEPT FUEL), OPERATOR, HELPER, MAINTENANCE STAFF ETC BASED ON THE NUMBER OF MONTHS, WORKING HOURS AS MENTIONED IN TENDER DOCUMENT INCLUDING MOBILIZATION AND DE-MOBILIZATION CHARGES TOGETHER FOR THE CRANE TO & FROM SITE AND FUEL CHARGES/ HOUR OF OPERATION OF THE CRANE WITH ENGINE ON CONDITION.	SCH 2 - BREAK UP OF TOTAL PRICE	<u>IN FIGURES:-</u> <u>IN WORDS:-</u>
NOTE			
1.0	Bidder to note that total price at sl no 1.0 above shall be considered for evaluation & awarding. As such total price at sl no 1.0 should be complete in all respect for the full scope defined and considering all terms and conditions.		
2.0	Bidder to note that percentage break-up of above total price is frozen and indicated in SCH-2.		
3.0	Based on the itemwise percentage 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 7 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.		
4.0	Bidder shall note that while the allocated price of SCH-2 correspond to their respective prices, rates of various components will be worked out by apportioning the amounts wrt respective indicated quantities.		
5.0	Other optional items, if included, shall not be considered for evaluation.		
6.0	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.		
7.0	Price format shall not be changed by bidder in any case, since it may lead to cancellation of bidder's offer.		
8.0	Based on the itemwise percentage 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 7 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.		

**VOLUME-III
PRICE SCHEDULE, REV-0**

JOB: Providing One (1) no. Mid Range Heavy Lift hydraulic crawler crane on monthly rental basis having Lattice Boom & Luffing Jib, with Lifting capacity below hook 12MT (min) at 30 m radius with Main Boom & Luffing Jib combination to obtain clear height below Hook of 115 m above ground (Hook Block should be made available for working separately with main boom or the Hook for working with the main boom & luffing jib combination) for 3x660 MW North Karanpura STPP, Tandwa, Jharkhand.

TENDER NO. PSER:SCT:NKP-F2038:20

SCH-2, BREAK UP OF TOTAL PRICE

SL NO	DESCRIPTION	QTY	UOM	Weightage
1.0	Monthly rental charges of the crane inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, helper, maintenance staff etc based on the working hours as mentioned in Tender Document	12	MONTH	0.747306266
2.0	Mobilization and de-mobilization charges together for the crane to & from site	1	LOT	0.173640678
3.0	Fuel charges/ hour of operation of the crane with engine on condition	4368	HR	0.079053056
TOTAL				1.000000000