

TENDER DOCUMENT COMPLETE IN ALL RESPECT MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL

Sealed offers under Two part bid system are invited from competent contractors, fulfilling qualifying requirements, with sound financial capacity and experience for undertaking the following work as per detailed schedule of work given in Tender Documents. No sale of Bid documents will be done. The Bidder shall download the Bid document from website: www.bhel.com, and shall return the duly filled in Tender Document after affixing Signatures and Seal on all pages.

TENDER REFERENCE NO & DATE	CE/ES/2019-20/JOJOBERA RM/E&C/SJDB Date: 17/10/2019
Scope of Work	Laying of Cables for RTD and Thermocouples along with existing Tray, Installation of JB, Decommissioning of old system, removal of old cables with proper Identification, Removal of old cabinets and shifting them to assigned location. Any small civil works along with material to complete the job. Modification to existing base frame to match the foot prints of new cabinets. Termination of existing I/O cables to the new system with appropriate harnessing arrangements to relieve cable stress. Laying and termination of Inter panel cables. Interconnection cabling with existing master clock system. Establishing connectivity between BHEL system and backup panels. Sealing of all cable entries in the cabinets, control desk/ consoles and furniture etc. Any other work required to complete the system of BOP Package.
Period of Work	60 Days
Tender Type	Open Tender (Two Part Bid)
PLACE OF WORK	TPCL JOJOBERA 1 x 67.5 MW Unit-2&3 Jamshedpur JHARKHAND - 831 016
Earnest Money Deposit (EMD)	INR 37,753/-
Estimated Value of the Work	INR 18.87 Lakhs
DUE DATE & TIME OF TENDER	06/11/2019 (DD/MM/YYYY), 1300 Hrs.
CONTACT PERSONS	Mr. DEBBARMAN Sr. Manager/ Mobile: +919886128680 Mr. G.G Maurya DGM/ Mobile: +919449869597
Address for Submission of completed Tender	Submission of EMD including Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier, so as to reach the office of Offer inviting Authority

	Mr. S DEBBARMAN Sr. Manager, CE- EXTERNAL SERVICES 5 TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026
Contact Details for Queries related to this tender.	Phone: +91 – 80 – 26998949, +919886128680/ +91-80-26998605, +919449869597 FAX: +91 – 80 – 26989222 e-mail: sdbarman@bhel.in / gopal.maurya@bhel.in

Sealed Two-part offer is invited against the subject tender enquiry for the work of Erection and Commissioning of C&I Equipment. The following may be noted.

1. The Offer may be sent by post/courier to the following address to reach before the tender due date and time.

**Mr. S DEBBARMAN/ SR. MANAGER,
External services Department, NEB 5TH FLOOR,
BHARAT HEAVY ELECTRICALS LTD
Electronics Division,
P.B. No. 2606, Mysore Road,
Bangalore – 560026.
Phone: 080-26998949, 9886128680**

2. The offers received in time, will be opened at BHEL-EDN, Bangalore on **06/11/2019** at 13:30 hours in the presence of those bidders who wish to be present. Offers received after tender closing date & time will not be considered.
3. The period of Work shall be 60 Days which includes 30 Days of Pre-shutdown, and 30 Days of Shutdown work.
4. The validity of offer shall be for 90 days from the date of opening of the Technical bid.
5. The requests for extension of due date will not be considered. The tender will be finalized shortly.

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SECTION - I
TENDER NOTICE

01	Ref.: CE/ES/2019-20/JOJOBERA RM/E&C/SJDB Date: 17/10/2019
JOB	<p>Laying of Cables for RTD and Thermocouples along with Tray, Installation of JB, Decommissioning of old system, removal of old cables with proper Identification, Removal of old cabinets and shifting them to assigned location. Any small civil works along with material to complete the job. Modification to existing base frame to match the foot prints of new cabinets. Termination of existing I/O cables to the new system with appropriate harnessing arrangements to relieve cable stress. Laying and termination of Inter panel cables.</p> <p>Interconnection cabling with existing master clock system. Establishing connectivity between BHEL system and backup panels. Sealing of all cable entries in the cabinets, control desk/ consoles and furniture etc. Any other work required to complete the system of BOP Package.</p> <p>.</p>
PROJECT SITE	TPCL JOJOBERA 1 x 67.5 MW Unit-2&3 Jamshedpur JHARKHAND - 831 016
TENDER TYPE	TWO PART TENDER
EMD	INR 37,753/-
WEB SITE FOR TENDER DETAILS	www.bhel.com
DUE DATE & TIME FOR SUBMISSION	LATEST BY 13:00 Hrs. on 06.11.2019 OPENING AT 13:30 Hrs. on 06.11.2019
ESTIMATE	INR 18.87 Lakhs
CONTACT PERSONS	Mr. DEBBARMAN Sr. Manager/ Mobile: +919886128680 Mr. G.G Maurya DGM/ Mobile: +919449869597
ADDRESS FOR COMMUNICATION	Submission of EMD including Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier, so as to reach the office of Offer inviting Authority Mr. S DEBBARMAN Sr. Manager, CE- EXTERNAL SERVICES 5 TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026PHONE:+91 080 26998949,+919886128680

SECTION – II

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The Bidders must submit their tenders as required in Two parts in separate sealed covers prominently super scribed as Part-I **Technical bid and EMD** and Part II **Price bid** also indicating on each of the cover tender reference no., due date and time as mentioned in tender notice.

COVER-I: TECHNICAL BID + EMD

Complete set of tender document included in Part I of tender consisting of General conditions of Contract, “Technical specification & Special terms and condition” issued by BHEL. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be submitted. The EMD amount also need to be submitted in this cover

COVER-II: PRICE BID

Bidders may please note that price bid is to be submitted only in original copy of Tender i.e. Part-II **Price Bid** issued by BHEL and no duplicate copy of same is required.

COVER III

These Two separate covers i.e. cover I & II shall together be kept in a Third envelope. (Cover-III) and this sealed cover shall be super scribed with Tender Reference Number, Due date, Time and submitted to Officer inviting tender as indicated in tender notice on or before due date as indicated.

Note: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and Conditions governing RA is provided in Annexure-III of General Conditions of Contract (GCC).

QUALIFYING REQUIREMENTS:

Bidders who wish to participate should fulfill following ‘Qualifying Requirements’:

1. Bidders should have executed similar nature of work in Power Plants Consisting of Boiler & Steam turbine controls, Balance of plant controls or related field instrumentation works in power projects / Industrial Projects.
2. Average annual financial turnover during the last 3 years ending 31st March 2019 should be not less than Rs 5.66 Lakhs
3. **Experience of having successfully completed similar works during last 7 years ending 31.09.2019 should be either of the following :**
 - Three similar completed works each costing not less than an amount equal to Rs.7.54 Lakhs for each work.

OR

- Two similar completed works each costing not less than an amount equal to Rs. 9.43 Lakhs.

OR

- One similar completed work costing not less than an amount equal to Rs.15.09 Lakhs.

Bidder shall furnish Purchase/work Order copy with Completion certificate from the Purchaser/Customer in support of the above Experience.

4. **The Bidder Should Furnish Annual Report (Balance Sheet and Profit & Loss Account), IT Return for Last Three Years and Turnover in Lakhs in certified accounts for last Three Years for the above pre-qualification criteria**
5. **In case the job is under execution, the value of executed portion of the job certified by Purchaser/Customer/Supported by Payment Receipt shall at least correspond to the respective values specified above, even if the contract has not been completed or closed. The term “executed” means installation and commissioning upto Synchronization.**
6. **Bidder to confirm that they have not been blacklisted by any PSU/Govt. Undertaking/Govt. Dep’t.**
7. **After satisfactory fulfillment of all the above criteria, bid shall be considered for further evaluation based on fulfillment of other terms and conditions of the tender**

Notes:

- I. The Tender Documents comprises of following-
 - a. **PART I –TECHICAL BID**
 - i. **Tender Notice, Procedure for submission of Tender**
 - ii. **Project Synopsis**
 - iii. **General Instruction to Bidder**
 - iv. **General Condition of Contract**
 - v. **Special Conditions of Contract Part-A & Part-B**
 - vi. **ANNEXURE-I to V, ANNEXURE-A to I**
 - b. **PART –II PRICE BID**
 - i. **Rate Schedule**
- II. The tender documents with complete details are hosted on BHEL's web page www.bhel.com
- III. Bidders intending to participate may download the tender document from the web site
- IV. Tenders must be submitted to the undersigned latest by 13:00 Hrs. on 06.11.2019. Technical bids shall be opened at 13:30 Hrs. on 06.11.2019 at the office of the undersigned. Tenders not accompanied with full Earnest Money Deposit of **Rs.37, 753/-** by Demand Draft or SBI Collect will not be considered. Tenders received after the due date and time shall be liable to be summarily rejected.
- V. No benefit shall be given to MSME/NSIC regarding waiver of EMD for this tender
- VI. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- VII. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- VIII. BHEL takes no responsibility for any loss / delay of documents or correspondences sent by courier / post.
- IX. Bids once submitted, shall not be returned.
- X. Unsolicited rebate / discount shall NOT be accepted after bid opening.
- XI. **In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.**

SECTION-III PROJECT SYNOPSIS

The Tata Power Company Limited (TPC) is among the largest private sector Power Utility companies in India with presence in Generation, Transmission and Distribution of Power through conventional and renewable sources.

Jojobera Power Plant is a coal-based thermal power plant located at Jojobera, near Jamshedpur, East Singhbhum district in the Indian state of Jharkhand.

BHEL EDN is awarded for Jojobera Unit No. 1, DCS Replacement for BOP.

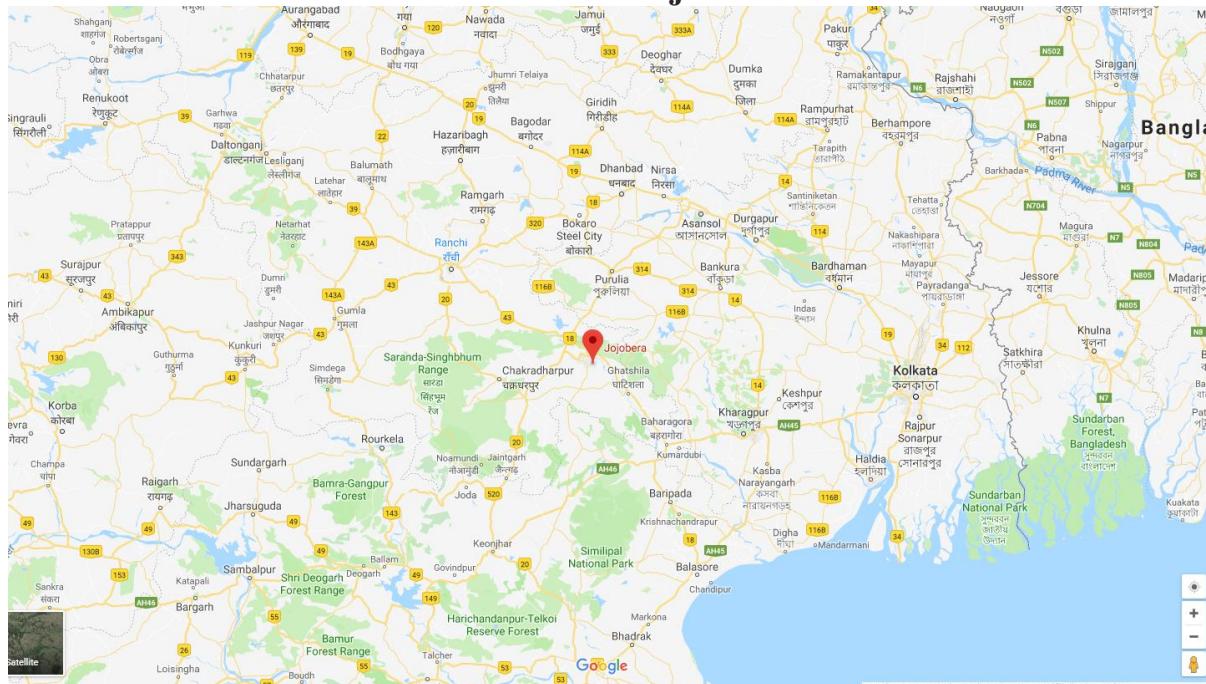
Approach to Site: 6 Km - Distance from Tatanagar railway station to Jojobera power plant. Nearest Airport is Sonari Jamshedpur.

Coordinates: 22.7554, 86.2491 (exact).

Seismic Design Requirements

The site is at seismic zone II as per BIS and all construction shall conform to IS-1893.

Location of Project Site



Project Site is located at the point marked “A” in map.

Note: Bidders are advised to visit the project / site and collect adequate information regarding the local site conditions.

SECTION- IV **GENERAL INSTRUCTIONS TO BIDDERS**

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) superscribing the name of work, tender enquiry number as given in the tender notice.
2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "**REGISTERED/ SPEED / COURIER POST**" and shall be posted with due allowance for any postal delay. The tenders received after the due dates are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
5. The bidders shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the bidder have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering, the bidders are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor. No claim will be entertained later on grounds of lack of knowledge.
7. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be **SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER** by the Bidder in token of complete acceptance thereof. The information furnished shall be complete by itself.
8. The bidder shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures **THE LESSER OF THE TWO** will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
9. All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the bidder.
10. **QUALIFICATIONS OF BIDDERS:** Only bidders who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this

work. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.

11. DATA TO BE ENCLOSED: Full information shall be given by the bidder in respect of the following. Non submission of this information may lead to rejection of the offer.

11.1 FINANCIAL STATUS: Financial viability as per pro forma enclosed at ANNEXURE-`A'

11.2 INCOME TAX CLEARANCE CERTIFICATE: A certificate of Income tax clearance from the appropriate authority in the forms prescribed thereof 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. This is to be submitted on demand from BHEL.

11.3 PREVIOUS EXPERIENCE: A certificate giving details, particulars (giving documentary evidence) of the various service rendered in progress for each similar works by the bidder indicating the particulars and value of each work, the site location, the duration, date of completion etc., need to be submitted.

11.4 ORGANISATION CHART: The organization pattern that are totally available with him and that will be employed by the bidder for this work in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per pro forma enclosed at ANNEXURE-`B'.

11.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor shall also be attached.

11.6 IN CASE OF AN INDIVIDUAL: His Full name experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

11.7 A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks, welding sets etc., wherever applicable) that the bidder is having and those that will be deployed on this job as per pro forma enclosed at ANNEXURE-`C'.

11.8 Analysis of unit rate quoted as per pro forma enclosed at ANNEXURE-`D'.

11.9 Declaration sheet as per Pro forma enclosed at ANNEXURE-`E'.

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

TENDER REF. NO.: CE/ES/2019-20/JOJOBERA RM/E&C/SJDB

Signature of Bidder

11.11 Checklist and schedule of general particulars duly filled in, signed and stamped as per ANNEXURE-`F'.

NOTE : In terms of clauses 11.1 to 11.11 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

12. EARNEST MONEY DEPOSIT: Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

NOTE: Bank Guarantee, Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted for EMD.

12.1 Cash (As permissible under Income Tax Act): The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited and cash receipt issued by him shall be enclosed along with the tender.

12.2 Pay Order / Demand Draft in favor of Bharat Heavy Electricals Limited, Bangalore/ SBI Collect Remittance.

12.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.

12.4 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.

12.5 In the case of unsuccessful bidders, the Earnest Money will be refunded normally within fifteen days of acceptance of award of work by the successful bidder.

12.6 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful bidder:

(a) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.

(b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of Contract.

12.7 EMD shall not carry any interest.

12.8 Bidders, who so ever desires, may deposit one time Earnest Money Deposit of Rs. **Rs.37,753/-** (Rupees Thirty Seven Thousand Seven Hundred and Fifty Three only) in cash (As permissible under Income Tax Act) /DD/pay order/SBI Collect. **No benefit shall be given to bidders with MSME/NSIC Certification regarding waiver of EMD for this tender**

13. AUTHORISATION AND ATTESTATION: Tenders shall be signed by persons duly

authorized / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

14. VALIDITY OF OFFER: THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF THREE MONTHS FROM THE DATE OF OPENING OF TENDERS. 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 bidders.

15. EXECUTION OF CONTRACT: The successful bidder's responsibility under this Contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form as per SECTION-V , ANNEXURE-`I' with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.

16. SECURITY DEPOSIT: Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.

1. The total amount of security deposit shall be 5 % of the contract value + GST

2. Upon acceptance of tender, the Successful Bidder must deposit at least 50% of the amount of Security deposit (**Contract Value + GST**) within the time specified in the Letter of Award or Work Order before commencement of work.
3. The successful bidder has options to pay the Security Deposit (SD) amount by pay order/ demand draft / Securities like NSC /Bank Guarantee((Refer ANNEXURE-G) / Fixed Deposit Receipt/SBI Collect etc. as per BHEL's policy before commencement of work.
4. Security deposit can also be recovered at the rate of 10% progressively from the running bills. However in such cases, at least 50% of the security deposit should be deposited before the start of the work (As per Sl. No. 3) and balance 50 % will be recovered from the Running Bills.
5. The security deposit shall not carry any interest.
6. If the value of work done at any time exceeds the contract value, the amount of Security Deposit will be correspondingly enhanced and the additional security deposit will be immediately deposited by the successful bidder or recovered from payments due to the contractor from Monthly bills(RAB).
7. **SD REFUND:** 50% of the Security Deposit amount will be returned after 30 days from the date of submission of final bill on certification by BHEL Site Engineer & on receipt of **TENDER REF. NO.: CE/ES/2019-20/JOJOBERA RM/E&C/SJDB**

Signature of Bidder

required declaration forms for release of SD. Balance 50% will be refunded after settlement of final bill and production of "No Due/No Demand Certificate" from BHEL EDN Site In-Charge, JOJOBERA Unit-1 DCS Replacement Project.

NOTE: Acceptance of Security Deposit against Sl. No. (4) and (6) above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

16.4 Security deposit shall not be refunded to the Bidder except in accordance with the terms of the Contract.

16.5 The validity of the Bank Guarantee furnished towards Security Deposit shall be up to the period of completion of work as stipulated in the Letter of Intent + claim period of 6 months and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

16.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Bidder or recovered from payments due to him.

16.7 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.

16.8 If any part of Security Deposit of the Bidder is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realized fully without referring to the Bidder. 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.

16.9 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Bidder's failure to fulfill any of the Contractual obligations or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other Contracts with BHEL.

16.10 RETURN OF SECURITY DEPOSIT : If the Bidder fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other Contracts entered into with the Bidder.

It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after settlement of final bill and production of "No Due/No Demand Certificate" from BHEL EDN Site In-Charge

NOTE: All the BGs are to be submitted as per BHEL pro forma.

17. **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the Bidder.

18. REJECTION OF TENDER AND OTHER CONDITIONS:

18.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

- (a) To reject any or all of the tenders.
- (b) To split up the work amongst two or more Bidders.
- (c) To award the work in part.
- (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

18.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

18.3 If a bidder expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

18.4 BHEL will not be bound by any Power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Bidder concerned.

18.5 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.

18.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.

18.7 Should a bidder or Bidder or in the case of a firm or Company of Bidders/ one or more of its Partners/ shareholders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the Contract and forfeit the Earnest Money/ Security Deposit.

18.8 The **successful bidder should not sub-Contract** the part or complete work detailed in the tender specification without written permission from BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

18.9 NO DEVIATIONS to the tender conditions will normally be accepted. However, if the bidder insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the bidder's offer.

SECTION - V

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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 - 1.11. Bank Guarantee
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 - 1.15 BHEL Fraud Prevention Policy

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2.15. Supplementary Items

2.16. Strikes & Lockout

2.17. Force Majeure

2.18. Arbitration and Reconciliation

2.19. Payments

2.20. Performance Guarantee for Workmanship

- 2.21. Closing of Contracts
- 2.22. Reverse Auction
- 2.23. Suspension of Business Dealings
- 2.24. Other Issues

CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any aspects, the scope of work etc., he shall contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The tender specifications and terms and conditions shall be deemed to have been accepted by the tenderer in the offer. Pre requirements and conditions shall be liable for rejection.
- iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorized signatory & submitted along with tender document.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders as per instructions in the NIT

1.2.2 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as

'Late Tenders' and shall not be considered under any circumstances. Offers received by

Fax/Email/Internet shall be considered as per terms of NIT.

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

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

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

1.3. LANGUAGE

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

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

1.4 PRICE DISCREPANCY:

1.4.1 Conventional (Manual) Price Bid opening:

i) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total

price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

vi) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.

1.4.2 Reverse Auction: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

i) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.

ii) Offers from tenderers who do not comply with the latest guidelines of Ministry/ Commissions of Govt. of India shall not be considered.

1.5. EVALUATION OF BIDS

i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer, BHEL reserves the

right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation

ii) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL

iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.

1.6. DATA TO BE ENCLOSED

The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.

i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

iii) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN, GSTIN and place & nature of business to be furnished.

iv) IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.

v) IN CASE OF COMPANIES:

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 the provisions of the Memorandum relating thereof.

1.7. AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than
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Signature of Bidder

the sole proprietor shall be submitted along with the tenders

1.8. EARNEST MONEY DEPOSIT

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

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer) In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.
- (iii) Through SBI collect (before tender opening)
- (iv) No other form of EMD remittance shall be acceptable to BHEL

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

- i) After opening the tender and within the offer validity period, the tenderer revokes his/her tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means

1.8.3 EMD shall not carry any interest.

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

1.8.5 EMD of successful tenderer will be converted as part of Security Deposit

1.9. SECURITY DEPOSIT

The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.9.1 Modes of Security deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) 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)
- v) 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 favor of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected 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. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

1.9.2 The Security Deposit shall not carry any interest.

1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award (plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

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

1.10. REFUND OF SECURITY DEPOSIT

50% of the security deposit may be refunded on completion of the work after payment

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Signature of Bidder

of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.

1.10.1 DEFECTS LIABILITY PERIOD:

The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit/payable amounts available with BHEL.

1.11. BANK GUARANTEES

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

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

1.12. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13 EXECUTION OF CONTRACT AGREEMENT

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

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest

guidelines of Ministry/Commissions of Govt. of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job. The Decision of BHEL will be final in this regard.

1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL May then cancel such tender at their discretion, unless the firm retains its character.

1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site In charge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.

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

1.14.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.15 BHEL Fraud Prevention policy:

The bidder along with its associate/ collaborators/sub-contractors/ Sub-Vendors/ Consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

CHAPTER-2

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

i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under

Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

ii) “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (In charge)” or “GENERAL MANAGER” shall mean the Officer in Electronics Division, Mysore road, Bengaluru-560026

iii) “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager of BHEL.

iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers

v) “SITE” shall mean the places or place at which the plants/equipment are to be erected and services are to be performed as per the specification of this Tender.

vi) "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom

BHEL has entered into a contract for supply of equipment or provision of services.

vii) "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the

Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.

viii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Work Order, Contract Agreement, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.

ix) "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.

x) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum's, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.

xi) "LETTER OF INTENT" shall mean the intimation by a Post/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.

xii) "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.

xiii) "PLANT" shall mean and connote the entire assembly of the plant and equipment's covered by the contract.

xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.

xv) "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.

xvi) "APPROVED" / "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL

xvii) "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.

xviii) "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

xix) "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.

xx) "MONTH" shall mean calendar month unless otherwise specified in the Tender.

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

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

xxiii) "WRITING" shall include any manuscript type written or hand written or

printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.

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

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

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

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

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

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

2.3 ISSUE OF NOTICE

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

2.3.2 Service of notice on BHEL Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post or Email or leaving the same at BHEL address or changed address as notified in writing by BHEL to the

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Signature of Bidder

Contractor.

2.4 USE OF LAND

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

2.4.1 STORES AND MATERIALS:

The contractor shall, at his own expense, supply all stores and materials required for the contract, other than those which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the Contractor shall be of the best kind as described in the Specifications and the Contractor shall, if required by the Engineer –in- charge furnish him with proof to his satisfaction that the store and materials so comply with the specifications.

The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of the Engineer-in charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.

In the case of stores provided by BHEL, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling & jointing the several parts together as necessary and incorporating & fixing these stores & materials in the work, including all preparatory work of whatever description that may be required, and closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges. Contractor is responsible for safe & secure storage of above material.

2.4.2 PATENT RIGHTS:

The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article/ or part thereof included in the contract.

In the event of any claims being made or action brought against BHEL, or any agent, or servant or employee of BHEL., in respect of any of the matters aforesaid, the contractor shall not apply when such increment has taken place in complying with the specific directions issued by the BHEL but the contractor shall pay any royalties payable in respect of any such use.

2.4.3 WATER:

The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of

water for all purpose connected with the work.

In the event of a provision existing in the Tender documents for supply of water on payment by BHEL, water will be supplied from the BHEL supply System, or other sources at any points fixed by the Site Engineer/ Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the Contractor in such case shall be specifically mentioned in the Tender documents.

2.4.4 TEMPORARY WORKSHOPS, STORES ETC:

The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, toilets etc., required for the proper and efficient execution of the work. The planning, siting and erection of these building shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them in a clean and sanitized condition to the entire satisfaction of the Engineer-in-charge.

On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-in- charge.

2.5 COMMENCEMENT OF WORK

2.5.1 Time is essence of contract and is specified in the tender document or in each individual work order.

2.5.2 The contractor shall commence the work within seven (07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.

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

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

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by electronic mode only, unless otherwise found operationally difficult.

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

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

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

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

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

2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.

2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for

the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission

ix) Non fulfillment of any contractual obligations / non-compliance of statutory requirements x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.7.3 To meet the expenses including BHEL overheads of 35% & liquidated damage/penalties arising out of “Risk & Cost” as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

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

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor’s failure to fulfill any of his obligations. BHEL shall levy overheads of 35% on all such payments.

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

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

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

that the balance works are minor Vis a Vis the scope of work envisaged as per the contract. At the point of requesting for Short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value.

2.7.9 LIQUIDATED DAMAGES/PENALTY COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below

For unfinished anticipated value of work where finished portion is fit for use

Rate of compensation as follows:

- Completion period (as originally stipulated) not exceeding 6 months.@ 1 percent per week, Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week
- Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week

Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value

- Completion period (as originally stipulated) not exceeding 6 months.@ 10 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work
- Completion period (as originally stipulated)Exceeding 2 years.....@ 5 percent of anticipated value of work

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the BHEL.

2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS: BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding

sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill

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

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

2.8.1 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.8.2 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act

19748, Payment of wages Act 1936, ESI Act 1948, EPF Act 1952, Employees' compensation Act

1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act, Prevention of sexual harassment at work place Act 2013, Guidelines/notification related to Safai Karamchari Act

, Equal Remuneration Act 1976, The Company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

The contractor shall produce the following registers and forms:

- Form XIII- Register of work men employed by contractor(Rule 75)
- Form XIV- Employment Card issued by contractor(Rule 76)
- Form XVI- Muster Roll (Rule 78(1) (a)(i))
- Form XVII- Register of Wages (Rule 78(1) (a)(i))
- Form XVIII- Register of wages cum Muster Roll(in case of weekly payment)
- Form XIX- Wage slip (Rule 78(b))
- Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))
- Form XXI- Register of files Rule 78(1) (a)(ii))

- Form XXII- Register of Advance Rule 78(1) (a)(ii))
- Form XXIII- Register of Overtime Rule 78(1) (a)(iii))
- Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))

2.8.3 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act) as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer/Customer

2.8.4 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be levied on account of his operations in executing the contract.

2.8.5 While BHEL would pay the inspection fees and Registration fees of Boiler & explosive/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.

2.8.6 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

2.8.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

2.8.8 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.8.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.10 All the properties/equipment/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.

2.8.11 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 BHEL Engineer will be recovered from the contractor

2.8.12 Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

2.8.13 the contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.14 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.

2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose.

2.8.16 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and

requirements of the Engineer.

2.8.17 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.18 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.

2.8.19 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly

2.8.20 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor. If the work is executed in Factory premises, no hutment will be allowed.

2.8.21 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

2.8.22 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

2.8.23 The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools, plant, equipment and anything else lying on

the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing , lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.

2.8.24 SITE DRAINAGE: All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer- in-charge and at Contractors expense.

2.8.25 INSPECTION OF THE WORK: BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

2.8.26 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract

- i. For any item of wok required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:
- ii. Rate as per estimated updated C.P.W.D DSR and loading tender excess (plus or minus) on pro-rata basis for nearest analogous items. For other items rate as per estimated C.P.W.D DSR and loading tender excess (plus or minus)
- iii. If rates are not available in C.P.W.D. DSR, deviated item rates will be derived from market rate with 15% profit and overheads.

2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

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

2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed program as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed

formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

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

2.10 TIME OF COMPLETION

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

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

2.11 EXTENSION OF TIME FOR COMPLETION

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

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

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

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

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period in the same manner as is done for the regular contract period.

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

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

2.13 QUANTITY VARIATION

2.13.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities.

2.14 EXTRA WORKS

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

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

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

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

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

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

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

2.14.7 Extra Works for Civil Packages shall be regulated as follows

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

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per applicable updated CPWD-DSR (or latest edition) with applicable escalation derived, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,

c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.

ii) PVC and ORC will not applicable be for (i) above.

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2.15 SUPPLEMENTARY ITEMS

2.15.1 For NON Civil Works

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

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

2.15.2 For Civil Works

- i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:
 - a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities
 - b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14
- ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13
- iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.
- iv) PVC and ORC will not be applicable for (i) above.

2.16 STRIKES & LOCKOUT

2.16.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/employee. In the event of the contractor's labour/employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a Period of 15 days, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by

BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%

2.16.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

2.17 FORCE MAJEURE

The following shall amount to Force Majeure:-

2.17.1 Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

2.17.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.18 ARBITRATION & RECONCILIATION

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

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

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

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

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

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

2.19

PAYMENT

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

2.19.1 Running Account Bills (RA Bills)

i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).

ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents along with relevant statutory documents applicable for the work.

iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract

iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re

do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.

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

2.19.2 Final Bill

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

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc
- iii) Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP

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

2.20.2 BHEL shall release the balance security deposit subject to the following

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

2.21 CLOSING OF CONTRACTS

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

2.22 REVERSE AUCTION/PRICE BID OPENING:

· BHEL reserves the right to go for reverse auction at any point of time before opening of

Price Bid.

- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

2.23 SUSPENSION OF BUSINESS DEALINGS

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

2.24 OTHER ISSUES

2.24.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract

Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.

2.24.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.24.3 Unless otherwise specified in NIT, offers from consortium/JVs shall not be considered.

2.24.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts

ANNEXURE - I

AGREEMENT

Agreement No. and Date _____

Name of the Work _____

Name of the Bidder with _____

Full address _____

Value of work awarded _____

Letter of Intent No. and Date _____

Scheduled Commencement Date _____

Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2019 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____

_____ (hereinafter called the 'Bidder') of the SECOND PART.

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

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

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

1. That the Bidder shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and

TENDER REF. NO.: CE/ES/2019-20/JOJOBERA RM/E&C/SJDB

Signature of Bidder

Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Bidders, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated ----- and such other instructions, Drawings, Specifications given to him from time to time by BHEL.

2. The Bidder is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Bidder has furnished a Bank Guarantee bearing no.-----dated ----- --for a sum of Rs.-----executed by ----- in favor of BHEL towards Security Deposit valid up to -----

OR

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

OR

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

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

OR

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

5. That in consideration of the payments to be made to the Bidder by BHEL in accordance with this Agreement the Bidder hereby covenants and undertakes with BHEL that they shall execute,

construct, Complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

6. That the Bidder shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.

7. That the Bidder shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

8. That BHEL shall, after proper scrutiny of the bills submitted by the Bidder, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Bidder.

10. That whenever under this Contract or otherwise, any sum of money shall be recoverable from or payable by the Bidder, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

11. That all charges on account of Octroy, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Bidder.

12. That BHEL shall be entitled to deduct from the Bidder's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.

13. That BHEL shall be further entitled to recover from the running bills of the Bidder or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Bidder.

14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Bidder with respect to compensation payable to BHEL or Bidder's obligations shall remain unaffected.

15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----
and the documents specified therein.

2. Bidder's Offer No-----

Dated-----.

3. _____

4. _____

5. _____

6. Letter of Intent No _____
dated _____.

7. _____

Shall also form part of and govern this Agreement

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

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

1.

2.

WITNESS

1.

2.

(For and on behalf of BHEL)

Note: Bank Guarantee period shall be for the period of Contract plus claim period of SIX
months.

ANNEXURE II

Electronic Funds Transfer (EFT) OR Pay Link Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): CREATE CHANGE

BHEL Vendor / Supplier Code:			
Company Name :			
Permanent Account Number(PAN):			
Address			
City: _____	PINCODE	STATE	_____
Contact Person(s)			
Telephone No:			
Fax No:			
e-mail id:			
Bank Name:			
Bank Address:			
Bank Telephone No:			
Bank Account No:			
Account Type: Savings/Cash Credit			
9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank			
Bank swift Code(applicable for EFT only)			
Bank IFSC code(applicable for RTGS)			
Bank IFSC code(applicable for NEFT)			

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification Requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility Expected of me as a participant under ECS / EFT.

Date:

Authorized Signatory:

Designation:

Telephone NO. with STD Code

Company Seal

TENDER REF. NO.: CE/ES/2019-20/JOJOBERA RM/E&C/SJDB

Signature of Bidder

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date:

(.....)

Place:

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharat Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998949/080-26998605

Annexure-III

Terms & Conditions of Reverse Auction

Against this enquiry, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (That shall be furnished later) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

- 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.**
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SECTION-VI **SPECIAL CONDITIONS OF CONTRACT (SCC)**

PART-A

INDEX

Clause	Description
---------------	--------------------

- General
- Consumables
- Tools & Plants/ IMTE's
- Supervisory staff & workmen
- Material handling and storage
- Progress reporting
- Cable Schedule & documents
- GST
- Extra work
- Price variation
- Rate schedule
- Instructions to Bidder
- Liquidated Damages (LD)
- Security Deposit
- Others

- **GENERAL**
- The Bidder shall submit a certificate to BHEL declaring that the Bidder has complied with all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract and provide relevant documents as proof.
- In addition to the local laws and regulations the bidder shall also comply with the Minimum Wages Act. The Payment of Wages Act and the rules made there under in respect of labour currently employed on or connected with the contract shall be followed.
- A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per (Annexure- 3)
- The work will be taken up immediately and the work shall be completed as per the BHEL's requirement.
- The Bidders shall get themselves familiar with the site and nature of job in advance where the work is to be executed before quoting their rates.
- Apart from GST and any other govt. taxes as applicable from time to time shall be borne by the Bidder.
- The Bidder shall arrange to obtain valid gate passes for their workmen and equipment from the concerned authorities. The bidder shall furnish documents such as Address proof, police verification certificate etc. for their workmen as needed by TPCL JOJOBERA.

PF/ESI registration for workmen is essential for gate pass formalities.

- No man / material/ equipment not covered by valid gate pass shall be permitted within the power station area and no material / equipment shall be permitted to be taken out of the power station unless authorized by concerned authority. The Bidder shall be held fully responsible for any delays / losses / damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
- Carrying inflammable materials / striking of matches, lighters or smoking or other acts which may cause fire hazards in the area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas, BHEL stores etc. is strictly prohibited.
- The Bidder shall compulsorily provide personal protective equipment to his employees & in the event of him not providing then it will be provided by BHEL at Bidder's risk and cost of the same will be recovered from the bill/s.
- All necessary personal safety equipment as considered adequate by the BHEL site Engineer should be made available at Bidder's cost for use by the persons employed at the

site and be maintained in a condition suitable for immediate use. The Bidder should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.

- The Bidder shall obtain permission from appropriate authority / license if required under any applicable law regulations for engaging labors for execution of the work and observe all terms and conditions of the said authorization / license.
- The Bidder shall comply with the provision of all applicable labour legislation / Acts pertaining to payment of wages and shall pay his workers' wages not less than minimum as applicable in TPCL JOJOBERA TPS plant premises.
- The Bidder has to make his own arrangement for T&Ps like Hydraulic Crane (Hydra), Hydraulic Hand Trolley, Slings, etc., whenever required as per instructions of BHEL Site Engineers. Apart from this, the bidder shall also arrange safety appliances and consumables required for the job.
- The work shall be executed as per the direction and to the satisfaction of BHEL site Engineer. Decision of BHEL site Engineer will be firm and binding on all matters.
- Any person below the age of 18 years shall not be deployed for the work.
- The Bidder shall be required to pay full wages to the workers as per prevailing rules.
- The Bidder has to comply with the safety requirement of TPCL JOJOBERA TPS plant premises.

• The Bidder shall possess independent PF code & ESI code. Bidder has to observe all formalities as per PF & ESI act. The Bidder shall be liable to comply with provisions under the various labour legislations. Besides other obligations under the labor legislations he is required to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief Labour Commissioner, Provident Fund under the Provident Fund Act, compensation under the Workmen Compensation Act, Retrenchment compensation etc. The Bidder shall indemnify M/S BHEL and its Customer M/S TPCL JOJOBERA against all claims, damages and compensation on account of his failure to comply with statutory provisions.

- If the Contractor or his workmen shall break, deface injure or destroy any part of a building, road, fenced enclosures, water pipes, cables, drains, electric or telephone posts

or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen / agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the Contractor or from his security deposit or any other money due.

- The Bidder shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
- If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Bidder arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Unit head of BHEL-EDN or any Officer duly authorized by him in this behalf and the decision of the Arbitrator shall be final and binding on the parties.
- As per TPCL JOJOBERA TPS plant statutory requirement, the Bidder and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life and damage to Customer's property. **Bidder shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.**
- No complaints from Bidder's workmen with regard to nature of work entrusted or place of work will be entertained.
- The Bidder or his authorized representative shall be available at BHEL Site Office daily for receiving necessary instructions from Engineer-In-Charge, BHEL and to carry out the work accordingly.
- The Bidder is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.

Note: The term 'Customer' means TATA Power Corporation Limited, JOJOBERA

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- .1. The intent of this specification is to provide services for execution of project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services

towards installation of the plant shall not relieve the Bidder of the responsibility of providing such services/ facilities to complete the work or portion of work awarded to him. The quoted/ accepted rates/ price shall deem to be inclusive of all such contingencies.

- .2. The Bidder shall carry out the work in accordance with standard practices/ Codes/ instructions/cable schedules/ documents/ specification/ supplied by BHEL from time to time or BHEL Site Engineers' Instructions.
- .3. The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during erection. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations, the Bidder shall dismantle and redo the work duly replacing the defective materials at his cost failing which the job will be carried out by BHEL by engaging other agencies/ departmentally and recoveries will be effected from Bidder's bills towards expenditure incurred including BHEL's usual overhead charges.
- .4. Following shall be the responsibility of Bidder and have to be provided within finally accepted rates/ prices:
 - a) Provision of all types of labor, supervisors, Engineers, watch and ward as required, tools & tackles, calibrated inspection, measuring and test equipment as specified and otherwise required for the work and consumable for erection, testing and commissioning including material handling.
 - b) The watch and ward as required for safe guarding materials after withdrawal from BHEL stores.
 - c) Proper out-turn as per BHEL plan and commitment.
 - d) Completion of work as per BHEL Schedule.
 - e) Good quality and accurate workmanship for proper performances of equipment.
 - f) Repair, rectification and modification in electrical circuits/wiring involving removal of connections & redoing as per modification.
 - g) Preservation / Conservation of all components during storage at Bidder's place / erection.
 - h) Housekeeping: The Bidder is supposed to carry out housekeeping of work area on regular basis to keep the work place neat and tidy. The scrap generated during execution activities is to be dumped at designated area as decided by BHEL / its Customer. Compliance report on above shall be submitted by the Bidder to BHEL. In case Bidder fails to do so, BHEL shall get the same done at the risk and cost of the Bidder.

.5. BHEL- is ISO 9001-2000, ISO 14001-1996, OHSAS 18001 certified company. Quality of work to Customer's satisfaction and system requirements is the essence of these certifications.

The Bidder in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipment's etc. as per instructions of BHEL engineer.

The Bidder shall also comply with applicable legislation and regulations (State / Central)with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage and he will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them.

.6. Bidder shall ensure availability of the following

- a) Medicines for normal ailments
- b) First Aid Kit
- c) Sufficient no. of firefighting equipment's in the area of working, i.e. Calibration Lab, and pre fabrication area.

.7. The Bidder shall comply with following towards Social Accountability

- a) The Bidder shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labor were found to have been engaged, the Bidder shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- b) The Bidder shall not engage Forced/Bonded Labor and shall abide by abolition of Bonded Labor System (Abolition) Act, 1976.
- c) The Bidder shall maintain Health & safety requirement as stipulated in the Contract and Contract Labor (Regulation& Abolition) Act, 1970.
- d) The Bidder shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- e) The Bidder shall abide by the requirement of Contract Labor (Regulation & Abolition) Act, 1970 for working hours.
- f) The Bidder shall abide by the statutory requirement of Minimum WagesAct1948, payment of Wages Act 193.
- g) The Bidder shall arrange potable drinking water to its employees & workers.

- **CONSUMABLES**

- .1. The Bidder shall provide within finally accepted rates, all consumables and materials like M.S Welding Rods, Cutting Gas, Teflon Tape, insulation tape, PVC sealing compound, sleeves of all sizes, **Nylon cable ties of all required sizes**, gaskets, cable lugs (up to 2.5 sq.mm cable size) Cable Identification Metal tag plates, cable sleeves, ferrules, anchor bolts and fasteners M 12 size and below, saddles, jumpers etc. **Please note 0.5 /1.0 sq.mm cable may be required to be lugged if insisted by TPCL at JOJOBERA Power Plant. The quoted rate for the work is deemed to have been inclusive of all the above consumables / materials.**
- .2. It shall be the responsibility of the Bidder to plan the activities and store sufficient quantity of erection materials & consumables. Non availability of any materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
- .3. BHEL reserves the right to reject the use of any consumable if it is not found to be of the required standard / make / purity or when shelf life has expired. Bidder shall ensure display of shelf life on consumable wherever required & records maintained.
- .4. Storage of all consumables shall be done as per requirement / instruction of the Engineer by the Bidder at his cost.
- .5. In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Bidder's first or subsequent bill at market value plus the departmental charges of BHEL from time to time (30% at present). Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Bidder.

- **TOOLS AND PLANTS / INSPECTION, MEASURING AND TEST EQUIPMENTS**

- .1. T&Ps & IMTEs are to be arranged by the Bidder and the rates quoted are deemed to be inclusive of these charges. List of such T&P and IMTE is indicated separately.
- .2. All T&Ps and IMTEs which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the Bidder at his own cost in working condition (As per Annexure-I, II). In the event of the failure of Bidder to bring necessary and sufficient T&Ps and IMTEs, BHEL will be at liberty to arrange the same at the risk and cost of Bidder and hire charges as applicable shall be deducted from Bidder's bill. Decision of BHEL in this regard shall be final and binding on Bidder.
- .3. All distribution boards, connecting cables, wire ropes, hoses etc. Including temporary air/water / electrical connections etc. shall have to be arranged by the Bidder at his own cost. Power cables including supply of **the main incomer cable of size 3 core X 35 sq.mm Aluminum conductor (from TPCL Provided feeder to Bidders point approx. length 500mtrs) and associated MCCB etc.** of sufficient capacity shall be arranged for the construction power supply requirement by Bidder .

- 4. Bidder shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and Test equipment). The IMTEs shall have test / calibration certificates from authorized / Govt. approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by Bidder at site with its calibration status is to be submitted to BHEL Engineer for control.
- 5. Retesting/ re-calibration (calibration equipment's) shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the Contract price.
- 6. The Bidder will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the Bidder to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which BHEL may deploy IMTEs and retake the readings at Bidder's cost.
- 7. BHEL shall have lien on all T&PS, IMTEs & other equipment of the Bidder brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of Contract. No material brought to the site shall be removed from the site by the Bidder and/or his Sub-Bidders without the prior written approval of BHEL Site Engineer.
- 8. It shall be the Bidder's responsibility to deploy the required T&P, for timely and successful completion of the job.

- **SUPERVISORY STAFF AND WORKMEN**
 - 1. The Bidder shall deploy all the skilled workmen like riggers, electricians, instrument technicians, etc., in addition to other skilled, and unskilled workmen required for all the works of unloading, handling and transporting from site storage to erection site, cable laying, testing and commissioning as contemplated under these specification.
 - 2. Only fully trained and competent men with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the Bidder. BHEL reserves the right to ask for removal of any employee workman of the Bidder at any time, if they find him unsuitable and the Bidder shall forthwith remove him.
 - 3. The adequate supervisory staff, including qualified Engineers, shall be deployed by the Bidder to ensure proper out-turn of work and discipline on the part of the labor put on the job by the Bidder and in general see that the works are carried out in a safe and proper manner and in coordination with other labor and staff deployed directly by BHEL or other Bidders of BHEL or BHEL's client / other agency.

- .4. The work shall be executed under the usual conditions without affecting major power plant construction and in conjunction with numerous other operations at site. The Bidder and his personnel shall cooperate with other personnel / Bidder, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- .5. The Bidder's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this Contract. The Bidder shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings /documents/ instructions given by BHEL Engineer from time to time.
- .6. The Bidder shall deploy the necessary number of qualified and approved full time electricians at his cost to maintain his temporary electrical installation till the completion of work.
- .7. During the course of erection, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every mile stones are to be advanced or in the opinion of BHEL, if it is found that the skilled workmen like Electricians , technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the Bidder, will induct on the work the required workmen in addition to Bidder's workmen to improve the progress and recover from the Bidder's bills any charges incurred for engaging the additional workmen with overheads. Decision of BHEL Engineer will be final and binding on the Bidder
- .8. It is the responsibility of the Bidder to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL and also during the period of commissioning and testing of unit. The Bidder's finally accepted rates / prices shall include all these contingencies.
- .9. If the Bidder or his workmen or employees shall break, deface, injure or destroy any part of a building, road, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the Bidder shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision is final) from any money due to the Bidder.
- .10. The month wise manpower deployment plan to be submitted as per format (at Annexure-B to General Conditions of Contract) is only to assess the capability as well as understanding of the Bidder to execute the work. It shall be the Bidder's responsibility to deploy the required man power, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account. Separate persons shall be identified at site for quality control and safety by the Bidder.

- **MATERIAL HANDLING AND STORAGE**

- .1. All the equipment and material furnished under this Contract shall be received from the project stores, sheds/storage yards (any place within site) and transported to erection site and stored (at Bidder's stores) in the storage spaces in a manner so that they are easily retrievable till they are erected by the Bidder. While issuing cable schedules from BHEL / Customer stores, Bidder shall ensure that the balance / other materials are stacked back immediately.
- .2. The Bidder shall take delivery of components, equipment from storage area after getting the approval of BHEL engineer on standard indent forms.
- .3. The Bidder shall identify and deploy necessary Engineers/ supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
- .4. All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes/ slings etc. shall be used for unloading / handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site. Test certificates for lifting tackles shall be produced by the Bidder before use.
- .5. Bidder shall ensure that while lifting, slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings/ shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damage. In no case piping should be dragged. In case of any damage the cost shall be covered from the Bidder.
- .6. Approach road conditions from the stores / yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Bidder may have to be adequately prepared to transport the materials under the above circumstances without any extra cost to BHEL.
- .7. Bidder shall be responsible for examining all the plant and material issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc. before they are moved out of the stores / storage area. The Bidder shall submit to the Engineer every week, a report detailing all the receipts during the week. However, the Bidder shall be solely responsible for any shortages or damages in transit, handling, storage and erection of the equipment once received by him. As the erection work will be spread in different areas / locations of the project, Bidder has to arrange sufficient no. of watch/ward personal to avoid any pilferage of material. In case any equipment / material is lost / damaged while in the custody of the Bidder, the cost of repair / replacement if any to bring back the equipment in original order shall be deducted from the Bidder's bill.

BHEL's decision in this regard shall be final and binding on the Bidder.

- .8. The Bidder shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
- .9. All the material in the custody of Bidder and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the Bidder at his cost.
- .10. If the material belonging to the Bidder are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the Bidder at the Bidders risk and cost.
- .11. The Bidder shall ensure that all the packing materials and protective devices used for various equipment during transit and storage are removed before the equipment are installed.
- .12. The Bidder shall be responsible for making suitable indoor storage facilities to store all equipment (drawn by the Bidder from BHEL / Customer stores) which require indoor storage till the time of their installation. The Engineer will direct the Bidder in this regard, which item in his opinion will require indoor storage and the Bidder shall comply with Engineer's decision.
- .13. The Bidder shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc. are returned to BHEL / Customer at a place in project area identified by the Engineer. An account will be maintained by the Bidder for all such items received and returned to BHEL and duly reconciled before closing of the Contract.
- .14. The Bidder shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the concerned BHEL / Customer or at a place in project area as directed by BHEL Engineer.

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

- **PROGRESS REPORTING**

- .1. Bidder is required to draw mutually agreed monthly cable laying programs in consultation with BHEL well in advance. Bidder shall ensure achievement of agreed program and shall also timely arrange additional resources considered necessary at no extra cost to BHEL
- .2. Weekly progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled program shall be discussed for actions to be taken for achieving targets. The program for subsequent week shall also be presented by Bidder for discussions. The Bidder shall constantly update/revise his work program to meet the overall requirement. All quality problems shall also be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the Bidder in time bound manner so as to eliminate the cause of non-conformities.
- .3. The Bidder shall submit compulsorily daily, weekly and monthly progress reports, man power reports, materials reports, and other reports as per pro-forma considered necessary by the Engineer.
- .4. The progress report shall indicate the progress achieved against planned, with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- .5. The daily manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.

- **CABLE SCHEDULE AND OTHER DOCUMENTS**

- .1. The detailed cable schedule available with BHEL engineers will form part of this tender specification. These documents will be made available to the Bidder during execution of work at site. The Bidder will also ensure availability of all necessary drawings / cable schedule/documents at work place.
- .2. The Bidder shall maintain a record of all drawings, cable schedules and documents available with him in a register as per format given by BHEL Engineer. Bidder shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to BHEL.
- .3. The data furnished in various Annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
- .4. Should any error or ambiguity be discovered in the specification or information the Bidder shall forthwith bring the same to the notice of BHEL before commencement of the work, BHEL's interpretation in such cases shall be final and binding on the Bidder.

- .5. Deviation from design dimensions should not exceed permissible limit. The Bidder shall not correct or alter any dimension / details, without specific approval of BHEL.
- **GST**
 - .1. Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
 - .2. Price quoted shall be exclusive of GST. The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder's bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.
 - .3. Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.

- **PRICE VARIATION**

The finally accepted rates for scope of work as defined in this tender shall be **FIRM for the entire Contract** period. No price variation on accepted unit rates is allowed.

- **RATE SCHEDULE**

- .1. Bidder shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the Bidder as mentioned under these specifications shall be covered within the quoted rates / price.
- .2. The Bidder shall quote the rates / Price as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
- .3. Bidder's total quoted price as per rate schedule will be taken as tentative only.
- .4. The quantities indicated in the rate schedule against each item may vary as per the actual engineering / requirement to complete the work. The upward / Down ward revision in quantity is without any limit.

Some of the items may be added or deleted which shall have to be executed by the Bidder within his scope of work and shall be paid as per the rates awarded in the Contract. The Bidder undertakes to erect / commission actual quantities as per advice

of BHEL Engineer and accordingly the final Contract price shall be worked out on the basis of quantities actually erected at site and payments will also be regulated for the same on the basis of unit rates.

- .5. The bidders are advised to actually visit the site and fully acquaint themselves with site conditions, location of stores, transportation routes, quantum of work etc. before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions. Once the bidder has quoted for the work, it is implied that he has ascertained various site condition and NO CLAIM whatsoever will be entertained by BHEL on any such account.
- .6. **PENALTIES:** If the Bidder fails in providing safe working environment as per the safety rules of Customer/TPCL or continues to work even after being instructed to stop the work by the Engineer in charge / Safety co-coordinator the Bidder shall be penalized at the rate of appropriate per day or part thereof till the instructions are complied with and so certified by the Engineer in charge.

If the Bidder does not take all safety precautions or fails to comply with the safety rules as prescribed by the owner or under the applicable law for the safety of the plant and equipment, the Bidder shall be responsible for payment of penalty to TPCL as per the following schedule:

The Contractor of its liabilities including statutory liabilities towards safety violations, injury or death (whether by accident or otherwise). An amount between INR 0.5 to 5 million as deemed appropriate by Owner's appointed Committee for incident investigation and/or as determined by statutory authorities (whichever higher), will be payable by the Contractor in case of such severe incidents of injury leading to loss of property or partial/ permanent disablement (e.g. loss of limb/s, vision etc.) or death

If any worker of the Bidder is found working without safety equipment like safety helmet, safety shoes, safety belts etc. The safety officer of TPCL / BHEL shall have the right to penalize the Bidder for Rs. 200/- per person per day and such worker shall be sent out of the work place and shall not be allowed to work on that day.

• **SECURITY DEPOSIT**

The Bidder shall submit Security Deposit within 15 days from the date of issue of LOA/WO as per the General Conditions of Contract (GCC) or before commencement of work whichever is earlier. In case the Bidder opts to furnish Bank Guarantee as a part Security Deposit, the BG shall be issued as per the Pro forma enclosed as per Annexure-G of the SCC Part- B and also that the BG should be issued preferably through any of the Member Banks listed in the SCC.

For BG through any other Nationalized Bank (Not covered in the list of Member Banks of SCC), the discretion of its acceptance shall lie solely with BHEL.

The security deposit BG value will be calculated based on the Contract value including the taxes like GST, WCT etc.

The Security deposit BG will be valid for the time schedule period indicated in the GCC / SCC plus additional **claim period of Six months**. The BG format will be as per format to be approved by BHEL.

- **OTHERS**

- .1. In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- .2. The bidder shall specifically confirm he has inspected the site of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
- .3. For price bid opening, only those bidders will be considered who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of the Contract. BHEL's decision in this regard shall be final &binding.
- .4. TPCL Jojobera have very stringent process of gate pass which involve many aspect of health checkup of labors etc. Bidders are advised to take the note of this and do the needful to comply the same.

SECTION VI

SPECIAL CONDITIONS OF CONTRACT (SCC)

PART-B

INDEX

Sl. No.	Description
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- Scope of Work
- Time Schedule
- Cable Laying
- Cable Termination
- Terms of Payment

16. SCOPE OF WORK

Laying of Cables for RTD and Thermocouple signals along with existing Tray from Cable Gallery to newly installed Field JB, Installation of JB, Dis-mantling of old JB in field and Cabinets in control Room, removal of old cables with proper Identification from JB and existing panels and terminating on to new panels and JBs as per cable schedule, Removal of old cabinets and shifting them to assigned location. Any small civil works along with material to complete the job. Modification to existing base frame to match the foot prints of new cabinets. Termination of existing I/O cables to the new system with appropriate harnessing arrangements to relieve cable stress. Laying and termination of Inter panel cables and UTP cables along with HDPE Conduits. Interconnection of cabling with existing master clock system. Establishing connectivity between BHEL system and backup panels/Existing Customer Panels. Installation of HMI and LED Display as per BOQ. Sealing of all cable entries in the cabinets, control desk/ consoles etc.

Bidder to ensure services of qualified and experienced Degree / Diploma Electronics / Instrumentation Engineer having experience in Power plant Control and Instrumentation work, entirely for Erection and commissioning activities from the First day of mobilization of pre-shutdown work till Synchronization and full load. This shall be indicated separately in man power deployment plan to be submitted by Bidder. The rates quoted in the rate schedule applies to this requirement. These Engineers shall be reporting directly for Technical matters to BHEL Engineers at Site and will carry out works in areas as per the work schedule. Engineers shall be supported by other workmen like Electrician, Technicians, Fitters, Welders and helpers etc. Sufficient manpower along with supervisory staff for carrying out work will be ensured at all costs. Bidder to ensure minimum qualified man power availability during the entire contract period as deemed fit by BHEL

Bidder shall dismantle, erect, test, commission JB, cabinets, panels, etc. as per sequence prescribed by BHEL Engineer at site. The sequence of dismantling / erection / commissioning methodology will be decided by the BHEL Engineer depending upon the availability of materials / work fronts in consultation with TPCL. **No claim for extra payment from the Bidder will be entertained on the grounds of deviation from the methods of erection / commissioning adopted in Dismantling / erection / commissioning of jobs elsewhere or for any reasons whatsoever.** For some of the equipment, Erection supervision or Commissioning expertise will be arranged by BHEL. The details against such item are indicated in the BOQ (Annexure-1). However all assistance with sufficient manpower, required tools and facilities (like temporary power supply, Lighting, Scaffolding) required shall be provided by the Bidder. The Bidder under this contract shall also provide services of Semi-skilled/ Unskilled manpower exclusively for use by BHEL where ever necessary. No separate payment shall be made for providing the services as per this clause. This Manpower requirement may vary depending on the activities at site.

BHEL customer may depute their representative for checking and supervision of important stages of work. The Bidder shall be required to provide all facilities for inspection of works, without any cost implications to BHEL.

Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the Bidder in the same way as pointed out by BHEL Engineer, without any cost implication to BHEL.

The purpose of this manpower is for meeting the pre-commissioning, Commissioning, post commissioning upto defect liability period as required by BHEL

In case the manpower is needed by BHEL beyond the contractual schedule, Bidder Shall provide the same and the rates will be mutually decided for the respective Category. Payment will be made by BHEL only for the extended period. Decision of BHEL in this regard is final & binding on the Bidder. It is preferred that the Bidder maintains the same set of manpower as long as the requirement is needed by BHEL.

- In case Bidder fails to provide above mentioned manpower, BHEL shall have the Right to hire such services from other agencies at the risk and cost of the Bidder.

EXECUTION METHODOLOGY:

PRE-SHUTDOWN WORK: Frame fabrication, Erection of New JB, Cable Laying from DDCMIS to Marshalling cabinet to Newly erected JB, Erection of cabinets, Cable termination at One end in JB, New Marshalling Panel and New DDCMIS Panels (as identified by BHEL/ TPCL), Inter panel Cable laying and terminations etc. as per Cable Schedule under supervision of BHEL Engineer(s) and complete continuity and loop checking of newly laid cables from JB End up to marshalling panel end has to be completed during this period.

SHUTDOWN WORK: Identification of existing field cables at Panel End, Dismantling of existing DDCMIS panels, Erection of new DDCMIS panels, Termination of already identified field cables at newly erected panels and marshalling panel end, Termination of existing field cables at newly erected JB, Complete loop checking up to Field end and Commissioning of complete DDCMIS system as per commissioning protocol is required to be completed during Shutdown Period.

TIME SCEDULE

- a. The Bidder is required to mobilize the manpower and T&Ps and commence the work within 7 Days from the date of issue of letter of award or Work Order after submission of required security deposit as mentioned in this tender unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up zero date of the Contract, will be certified by BHEL Engineer after adequate mobilization of manpower and T&Ps by the Bidder.**
- b. This is a Shut-Down oriented Job and completion of work within the shutdown schedule is the main essence of this contract. Failing to execute the work within the stipulated shut-down schedule will attract an L.D of 0.5% to 5% per week at the maximum of 10% of Order value.**
- c. Work Period: 30 Days of Pre-Shutdown Work + 30 Days of Shutdown Work**

Note:

Depending upon front and material availability above milestones may be required to be pre-ponded. Bidder is required to mobilize additional resources to meet above requirement within their quoted price.

Bidder has to mobilize additional resources including manpower to achieve above schedule for which no separate compensation will be payable. The work under the scope of this Contract is deemed to be completed in all respects, only when the Bidder has discharged all the responsibilities laid down in the Contract. The decision of BHEL on completion date shall be final and binding on the Bidder.

In case due to reasons not attributable to the Bidder, the work gets delayed and additional manpower / resources scheduled have to be mobilized so as to meet various mile stones, same shall be done within the quoted rates, at no extra cost to BHEL. In the event the Bidder fails to respond to these requirements, BHEL shall take appropriate actions to meet Customer's commitments in line with provisions of general Conditions of Contract.

DISMANTLING: The bidder's scope shall include dismantling of existing equipments including field instruments/panels/ cabinets/ Control Desk/ Control Panel/ terminal blocks inside JBs/ Cables etc. which are to be replaced with the newly supplied equipments from BHEL and handing over the dismantled materials at a designated place identified by BHEL in consultation with TPCL. The quantity of items to be dismantled is indicated in the Rate Schedule/Bill of Material in Part-II Bid. Dismantling of existing field instruments if any are being replaced, are to be handed over to BHEL after listing out the qty. of items dismantled is "as it is" condition after cleaning at the location identified by BHEL in consultation with TPCL.

17. Instrumentation and Control Cable Laying:

- **BOP Area:** The instrumentation AND control cables in BOP area shall be laid. This includes inter panel cabling, laying of new cables from newly erected JB and from this JB to marshalling panel/new DDCMIS.

General Conditions for Laying of Cable:

a) Laying, dressing & clamping (by Nylon / PVC ties or Aluminum strips or any other method specified by BHEL Engineer) of the cables in the cable trays / angles. The cables shall be terminated in the enclosure through cable glands of appropriate size. The final dressing of all cables laid by the Bidder and in all cable trays erected by the Bidder shall also be done with Nylon Cord / Aluminum strip. Cost of cable laying as per Bill of Quantities Cum Rate Schedule shall include the cost of Nylon / PVC ties & Aluminum strip required for dressing / clamping.

The cables shall be laid in the cable trays and the route as given in the cable schedule. Extra cables if laid by the Bidder due to mistake, the same shall be removed at no extra cost to BHEL.

b) The cable run number shall be provided by punching Aluminum Tag plates and tying suitably with nylon ties (at both ends and **at regular intervals of 5 meters or** as advised by BHEL Engineer) which shall be arranged by Bidder at his cost.

While laying cables, existing cable tray covers and false flooring may require removing and re-fixing. The same has to be done within the quoted rates & at no extra cost to BHEL.

c) The screen of signal cables shall be run in insulated sleeve (of approved quality to be provided by the Bidder) and shall be terminated as per the instruction of the BHEL Engineer.

d) UTP Cabling: UTP cables are to be laid through HDPE pipes with complete sealing against exposure to rat bite. 10 mm ferrule sleeve to be supplied by the Bidder for Printed ferruling of both ends of the UTP. Metallic tags shall not be permitted for UTP cables inside the panels.

MEASUREMENT OF INSTRUMENTATION CABLES

The methodology for measurement of instrumentation and control cables laid by the Bidder shall be as under.

1. The lengths shall be measured from terminal to terminal plus height plus depth of the panels. Only one left over cut length of cable from each cable drum shall be acceptable.
2. The Bidder shall hand over cut length of cable from each cable drum and cut pieces / scraps to BHEL stores or any place identified by BHEL.
3. The bidder shall keep a proper record drum wise and submit to engineer in charge periodically the details of cables laid.

The scope of work shall also include but not limited to the following within the quoted item rates:

- Re-rolling of cables on drums as required by site engineer.
- Return of cut pieces & scrap cables to the scrap yard /BHEL/Customer stores as directed by BHEL engineer in charge.
- Before erection, all instruments shall be subjected to calibration and other functional checks as per manufacturer's standard at bidder's site laboratory in presence of BHEL/TPCL representative. BHEL and bidder shall jointly decide the details and modalities of such checks and calibration.
- Providing Frames with supports for JB'S by fabricating at site. Required material for these will be provided by BHEL & all consumables including gas, welding electrodes etc. to be arranged by the Bidder.
- Obtaining provisional and final approvals from Electricity Authorities & Obtaining all clearances and permits from statutory authorities for the installation.
- Pre-commissioning check to ensure correctness of erection, Testing and Commissioning including preparation of test reports, Rectifying defects, if any, and

making adjustments as necessary and Obtaining BHEL Engineer's approval and written acceptance of satisfactory performance and operation.

- All the field items/ devices, panels, Junction Boxes that are supplied by BHEL are to be installed and commissioned as per attached bill of materials/ Rate Schedule in Part-II Bid. Providing manpower assistance along with testing instruments to BHEL commissioning Engineers for Testing & Commissioning activity also forms part of work scope.
- Printed pipe ferruling to be done at all termination endings. The wire ends to be lugged with suitable sized lugs as per terminal strip. Spare cables to be ferruled and dressed at both ends.
- The scope of work also covers all performance tests related to pre commissioning and commissioning of the system by BHEL necessary to ensure that workmanship confirms to relevant standards and that such tests are adequate to demonstrate that the installations complies with the requirements of the customer specification.
- All arrangement for conducting these tests are to be made by Bidder within their quoted rates and tests may have to be repeated to satisfy BHEL / BHEL's customer.
- Some instruments may need repeated calibration / replacement. The same will be carried out by the Bidder at no extra cost to BHEL including calibration of instruments needed for replacement, which will be supplied by BHEL. Erection of thermo elements like RTDs & Thermocouples includes erection of thermo wells, wherever required, at no extra cost to BHEL. Tags on all the instruments will be provided by the Bidder as directed by BHEL Engineer at no extra cost to BHEL.
- The existing field sensors and final control elements are to be retained. While commissioning, if calibration for any of these field instruments is required, then the same shall be carried out by the bidder free of cost as part of scope of work.

Any specific work, which is not mentioned in the scope of work but, required to be carried out for completion of subject work is in the bidder's scope

18. CABLE TERMINATION

- a) For Cables, the Cost of Cable Laying as Per Bill of Quantities Cum Rate Schedule shall also include the cost of Termination with Suitable Crimping Type Lugs and Ferrules. Only cable glands shall be issued by BHEL/Customer. Drilling of holes in gland plates, control panels, JBs etc. as per the requirement shall also be part of cabling at no extra cost to BHEL.
- b) The Bidder shall carryout insulation testing, simulation testing etc. as per the instructions of Engineer at site.
- c) Screen of signal cables shall run in insulated sleeve (to be arranged by Bidder at no extra cost) and shall be terminated as per the instructions of the BHEL Engineer.
- d) All cables shall be plainly and durably labeled at both ends with non-conducting material for identification and must conform to wire labeling scheme shown on interconnection / terminal wiring drawings

e) The interconnection between marshalling cabinet and DCS cabinet shall be through wires.

19. CABLE RE-TERMINATION

All Field cables shall be retained and re-terminated with suitable glands and lugs at the newly erected DDCMIS Panels in control room.

STRUCTURAL STEEL FABRICATION-

- Steel fabrication work shall be done from structural steel supplied by BHEL/TPCL for the fabrication of base frames, support frames for JBs etc.
- Cutting shall be done by grinding machine with proper finishing & measurements. Welding shall be done by qualified welders with suitable rods and after welds shall be properly chipped & finished.
- After erection structure shall be painted with coats of primer & suitable paints.
- Payment for support fabrication / erection shall be released as per BOQ rates for structural steel fabrication work.
- **MOUNTING OF JUNCTION BOX**
- Includes assembly / fabrication, welding of semi-prefabricated limbs of the racks / cable ducts / other related supporting structural parts, chipping of floor and grouting etc. drilling of bottom gland plates for cable entry and Earthing with earth pads. For fabrication of steel items Hacksaw cutting or shearing by machine only is permitted.
- Bidder may note that fabrication / fixing / painting of structure including paint and other consumables will be included in the scope of work.

20. ERECTION OF DDCMIS

- All works such as cleaning, checking, levelling, aligning, assembling, temporary erection for alignment, dismantling of certain equipment for checking, cleaning, surface preparation, fabrication at site, cutting, grinding, straightening, blue matching, chamfering, filing, chipping, drilling, machining, surface grinding, shaping, fitting up etc. as may be applicable in such erection works are to be treated as incidental to erection and necessary to complete the work satisfactorily and shall be carried out by the bidder as part of the scope of work.
- Any fixtures, scaffolding materials, concrete block supports, steel structures required for temporary supporting, for pre-assembly or checking, welding, lifting and handling during pre-assembly and erection shall be arranged by the bidder at his cost.
- Erection of DDCMIS and Network Panels at site in Unit Control Room including chipping of floor, fabrication and fixing of base channel frame if required. Levelling & alignment with spirit level, wherever required termination of loose wires, bus wires is to be done. Connecting body earth of the panels with existing earth riser or earth mat. Cleaning of panels has to be done with electrical vacuum cleaner, besides conventional cleaning with brush etc., welding the base channel to the embedded plates / channels, grouting, fixing of anti-vibration pads, termination of inter panel bus bar connections

as per Grounding instructions and mounting / connections of loose instruments, commissioning up to Power supply integrity. Power supply connections from DCDB/ACDB to DDCMIS panels, Network panel etc.

- The work is to be carried out in accordance with the recommendations of the equipment manufacturer drawings, documents furnished to the Bidder by BHEL or as directed by BHEL Engineer. The bill of material in Rate Schedule in Part-II Bid with details of supply of Equipment are to be referred.

COMPUTER BASED EQUIPMENTS

- All computer related items / equipment like Operator work station, Engineering station, LVS controller etc. comprising of CPU, Monitors, printers, key boards, pre-fabricated connecting leads , Mouse , Key board shall be installed in Unit control room on UCD Desk as per direction of BHEL Engineer. The cost of installing a PC set including printer, monitor, UPS, interconnecting leads etc. as per BOQ Cum Rate Schedule shall also include the cost of installation / placement of furniture (to be issued by BHEL as free issue item) as per requirement / instruction of BHEL Engineer. The Software installation and commissioning is not included in the scope of this contract. However, any assistance required for testing / commissioning have to be provided by the Bidder within the quoted price.

PAINTING

- All structural steel fabricated for support /erection of Junction box shall be painted with primer and fresh paint.
- All surfaces are to be thoroughly cleaned and touched up with suitable approved primer and finish paint matching with approved final color. Number of coats shall be decided by BHEL/TPCL during the course of work. All tools and consumables required for painting shall be arranged by the bidder within quoted rate. Paints shall be of ISI marked and color scheme approved by BHEL Engineer at Site.
 - a. Once the claim of overrun charges is admitted, no other compensation whatsoever (like for delays in receipt of materials, availability of fronts etc.) will be entertained.
 - b. The Bidder shall maintain sufficient workforce and other resources required for completion of the job expeditiously for the entire Contractual period including total extended period.

21. TERMS AND CONDITIONS OF PAYMENT

- a. The Prices mentioned in the quote shall remain firm (Without escalation) during the entire execution of the order and shall remain valid for ordering of any change in quantity for this project. The prices mentioned are exclusive of Taxes.
- b. The prices are inclusive of charges towards fabrication at site wherever required, supervision, Erection and Commissioning as per standard quality procedures, Testing, submission of necessary test certificate of the bidders bought out items.

- c. BHEL Engineer at Site will certify the actual work executed in the measurement books and bills, which shall be accepted by the Bidder in measurement book.
- d. Bidder shall submit bills for the work completed under the specification, once in a month (for the period 25th to 24th of calendar month) preferably in the last week, detailing work done during the previous month. The format for billing shall be approved by BHEL SITE ENGINEER before raising invoices.

All payments shall be released progressively on pro-rata basis as per the work completion and certified by BHEL Engineer at Site. The process of certification at site and forwarding the bill to Bangalore and dispatch of payment to Bidder is expected to take 45 Days after the bills are received at BHEL Bangalore with all the statutory Documents. Bidder is advised to take note of this and ensure labor payments in time (by 10th of every month) without fail. **Non - receipt of payment /delay in getting payment from BHEL cannot be the reason for Bidder to delay in making payment of wages to workers.**

The Bidder has to submit his running bills in printed format with serial numbers and mentioning the registration numbers for service tax, TIN, sales tax etc.

- e. Subject to any deduction which BHEL may be authorized to make under the Contract, the Bidder on the certificate of the BHEL Engineer at site be entitled for payment as explained here under:

For Equipment Erection and Commissioning Work:

- 1. 40 % on completion of Pre-Shutdown Work.**
- 2. 50 % on Unit Synchronization with new C&I Equipment.**
- 3. 10% on receipt & Processing of Final Bill.**

The bills with all enclosures shall be submitted in triplicate and made separately for each Unit. The checklist is to be submitted as per Annexure VI. Attendance certification by BHEL Representative is to be furnished for manpower provided under free of cost basis along with each RAB.

- Certified Measurement sheets for completed portion of work duly signed by BHEL Engineer is to be furnished along with the monthly bill.
- Wage Sheet, Muster Roll, and ESI premium for the previous month along with PF Deposit challan.
- GST Paid details for the present RA Bill which is being submitted.

❖ The payment for the First running bill will be released only after production of copies of following certificates:

- PF Registration /ESI membership certificate
- Labor License(Form V till license is obtained)

- Workmen COMPENSATION Insurance policy
- Work Permit/Gate Pass for entry into TPCL JOJOBERA Premises.
- GST Paid challan

ANNEXURE-I
LIST OF T&Ps AND ITEMS REQUIRED FOR WORK

SL No.	EQUIPMENT	QTY
1.	Roller	03 No's
2.	Continuity and LAN tester	10 No. s
3.	Electrical tool kit with ISI quality Digital multi meter Of reputed make	10 No. s
4.	Milliamp Source	03 No. s
5.	Ferruling machine	03 No. s
6.	Hand lamp with necessary cable	05 No. s
7.	Grinding and Rigging Machine	03 No. s
8.	Welding Machine	05 No. s
9.	Blower (For cleaning purpose)	01 No. s
10.	Cable Tracer	02 No. s
11.	Pneumatic Fork Lift/Hand Trolley	03 No. s

Notes:

1. The above list of testing instruments/equipment required for testing / commissioning is only for guidance to Bidder and not complete. Any other / additional testing instruments / equipment required for timely and satisfactory completion of job will also be arranged by Bidder at his own cost.
2. Bidder must re-ascertain /recheck range and accuracy of each IMTE from BHEL Engineer well in advance before arranging calibration / deployment of IMTE's.
3. Other terms and conditions regarding above items shall be as per clause no. 4 (tools & plants / testing & measuring instruments)

ANNEXURE-II
(To be submitted in Bidder's Letter head)

**CERTIFICATE OF DECLARATION
FOR CONFIRMING THE KNOWLEDGE
OF SITE CONDITIONS**

We hereby declare and confirm that we have visited the project site under the subject namely

.....
.....

.....and acquired full knowledge about the site conditions, wage structure, Industrial climate and total work involved.

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 condition.

Bidder's Name and Address.

Place: (Signature of the Bidder With stamp)

Date:

ANNEXURE-III

NON DISCLOSURE AGREEMENT

(To be submitted on Bidders Letter Head)

Memorandum of Understanding

BHEL EDN is committed to Information Security Management System as per Information Security Policy.

M/s....., providing.....service to BHEL EDN Bangalore hereby undertake to comply with the following in line with Information Security Policy of BHEL EDN Bangalore

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 EDN Bangalore.

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

ANNEXURE IV **NO DEVIATION CERTIFICATE**

(To be submitted on Bidders Letter Head)

FORMAT OF UNDERTAKING

REF:

Date:

To
Bharat Heavy Electricals Limited
Electronics Division
Mysore Road
Bangalore 560 026

TENDER Ref. No.: CE/ES/2018-19/02/ JOJOBERA-I RM/E&C/GGM dated xx/01/2019

Dear Sir,

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

Thanking you

Yours Faithfully

Authorized

(Signature, date & seal of

Representative of the bidder)

ANNEXURE V

CHECK LIST TO BE SUBMITTED ALONG WITH EVERY RA BILL

NAME OF THE BIDDER

RAB NO:

RAB DATE:

LOI /WO No. & DATE

DESCRIPTION OF WORK

SL. NO.	PARTICULARS	YES	NO	REMARKS
1	ALL T&PS AND OTHER INSTRUMENTS REQUIRED AS PER CONTRACT HAVE BEEN DEPLOYED AT SITE AND ARE AVAILABLE IN GOOD WORKING CONDITION & UTILISATION REPORT HAS BEEN SUBMITTED.			
2	LABOUR LICENSE FOR THE WORKMEN ENGAGED AND IS VALID UPTO			
3	WCI POLICY FOR THE WORKMEN ENGAGED ARE AVAILABLE & VALID UPTO			
4	COPIES OF THE ABOVE HAVE BEEN SUBMITTED TO BHEL			
5	WORKERS WAGES FOR THE PREVIOUS MONTH HAVE BEEN DISBURSED AND PAID ACQUITTANCE ROLL SUBMITTED TO BHEL			
6	PF HAS BEEN DEDUCTED AS PER RULES AND PAID CHALLAN SUBMITTED TO BHEL			
7	PLEASE QUOTE YOUR PAN NO.			
8	PLEASE QUOTE YOUR GST REGN. NO.			
9	GST FOR THE PREVIOUS MONTH HAS BEEN REMITTED AND PROOF OF PAYMENT HAS BEEN ATTACHED WITH THE CURRENT BILL			
10	BANK GUARANTEE FOR SECURITY DEPOSIT/ADVANCE PAID ARE VALID UPTO			
11	PERIODICAL REPORTS AS PER CONTRACT HAS BEEN SUBMITTED			
12	LOG SHEETS FOR EXTRA / ADDITIONAL WORK CARRIED OUT AS PER CONTRACT HAS BEEN SUBMITTED TO BHEL			

BIDDER

BHEL

DATE:

PLACE:

ANNEXURE-A

FINANCIAL VIABILITY

1. Owner's capital in the business (in case of Partnership, please mention percentage shares And amount).
2. Quantum of business done during last three financial years
 - i) Rs..
 - ii) Rs..
 - iii) Rs..
3. Value of fixed Assets of the business in last three YEARS
 - i) Rs..
 - ii) Rs..
 - iii) Rs..
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 3 years :
(Indicate no. of sheets).
7. Certificate from Scheduled Bank to prove Bidder's financial capacity to undertake the work duly indicating the financial Limit the bidder enjoys:

NOTE:

All the above documents should be duly certified by auditors/ Bank as may be Applicable.

ANNEXURE – B

MONTHWISE MANPOWER DEPLOYMENT PLAN

Manpower	1	2
Engineer		
Supervisor		
Fitter		
Welder		
Electrician		
Helpers		

ANNEXURE – C

MONTHWISE T&P DEPLOYMENT PLAN

TOOLS	1	2
ROLLER		
Continuity and LAN Tester		
Electrical Tool Kit		
Milliamp Source		
Ferruling M/C		
Megger Kit		
Hand Lamp with Cable		
Grinding and Rigging M/C		
Welding M/C		
G.I Pipe Threading M/C		
Blower		
Cable Tracer		
Pneumatic Fork Lift/Hand Trolley		

ANNEXURE -D
ANALYSIS OF UNIT RATE QUOTED

S.NO.	DESCRIPTION	PERCENTAGE OF UNIT RATE QUOTED	REMARKS
1	Site Establishment and Administration Expense		
2	Salary & Wage for Staff & Workers		
3	Consumables(Refer Note)		
4	Depreciation & Maintenance for T&P		
5	Overheads		
6	Profit		
	TOTAL		

Note:

- (a) Cutting Gas
- (b) Welding Electrodes
- (c) Lugs, Ferrules, Insulation and Teflon Tapes
- (d) Identification Tag Plates

(SIGNATURE OF BIDDER)
WITH STAMP

ANNEXURE - E
DECLARATION SHEET

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

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

Bidder's Name & Address

Bidder's representative's signature with name and address.

ANNEXURE - F

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

CHECKLIST OF DETAILS AND ENCLOSURES.

Note: Please fill up the list with details OR select the option with tick mark appropriately. No column should be left blank.

1.	Name and Address of the Bidder	
2.	Contact Details	Phone No: Mobile no: Fax No.: Email address:
3.	EMD payment details:	Mode of payment:
4.	Name & designation of the official of the bidder to whom all the references shall be made.	
5.	Bidder's proposal No. & date	
6.	Whether EMD submitted (By Cash/ Pay Order/ Bank Draft/ SBI Collect)	YES / NO
7.	Validity of offer / rates quoted for 90 days from the date of opening of Tender: mentioned in tender document	YES / NO
8.	Offer Forwarding Letter (Annexure-2) enclosed.	YES / NO
9.	No Deviation Certificate (Annexure-3) enclosed	YES / NO
10.	Declaration confirming knowledge about site conditions (Annexure-4) enclosed	YES / NO
11.	Declaration on relations in BHEL (Annexure-5) enclosed	YES / NO
12.	Non-disclosure agreement (Annexure-6) enclosed	YES / NO

13.	Format For Claim For Refund Of Security Deposit (Annexure-7) enclosed	YES / NO
14.	Declaration sheet as per Annexure-8 enclosed	YES / NO
15.	Copy of PAN No of Tender (Copy of the same to be enclosed)	YES / NO
16.	EFT Form as per Annexure-9 enclosed	YES / NO
17.	GST Registration no (if applicable)	
18.	GST rate Applicable: - (%) Same as quoted in PART-II Bid	
19.	Tax quoted in price bid, Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST
20.	HSN Code SAC Code	

NOTE: Bidders are requested to fill in the above details and no column should be left blank

Date _____

(SIGNATURE OF BIDDER WITH STAMP)

WITNESS

(SIGNATURES WITH FULL PARTICULARS)

1.

2.

ANNEXURE - G

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made and executed on this ----- day of -----two thousand by ----- (Bank Name & Address) registered under the Companies Act 1956/Nationalized Bank constituted under the banking companies (acquisition and transfer of undertakings) Act -----having its registered/ head office atrepresented herein by its branch manager or authorized representative Sri. And Sri. (Here in after 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 **Electronics Division**, P.B No. 2606, Mysore Road ,Bangalore 560 026 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include its successors and assigns)

WHEREAS ----- (hereinafter referred to as the Bidder which term shall mean and include its liquidators, successors and assigns) have entered into a Contract arising out of Letter of Intent no.----- date.----- (hereinafter referred to as "the Contract") for the work of ----- with the company.

And the Bidder has agreed to carry out the works as detailed and in accordance with the terms set out in the said Letter of Intent.

AND WHEREAS the Contract inter-alia provides that the Bidder shall furnish the Bank Guarantee in favor of the company for a sum of Rs.----- (Rupees-----) towards security deposit for service rendered to them and for due and faithful performance of the Contract in the manner and form specified therein.

AND WHEREAS the Bidder is a customer of the "Guarantor" and has approached the Guarantor to furnish on their behalf an irrevocable Guarantee for a sum of Rs. (Rupeesonly) in favor of the Company for a period ofyears commencing from to as security for the services to be issued by the Company to the Bidder during the currency of this guarantee.

AND Whereas the Guarantor has agreed to furnish a guarantee for the said sum of Rs. (Rupeesonly) for a period of years commencing from to In favor of the Company subject to the terms and conditions stated below:

Now this deed witnesses that in pursuance of the above said agreement, the Guarantor hereby agrees and covenants with the Company is as follows:

That during the period this Contract of guarantee remains effectual, the Guarantor shall be liable with respect to the amount due and owing to the Company in respect of the payments to the extent of Rs.(Rupees only) 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the Bidder and either enforce or forbear from enforcing any of the terms and conditions governing the Contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Bidder or any other forbearance, act or commission on the part of the company or any indulgence by the company to the Bidder or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Bidder and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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 Bidder or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the Bidder 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 Bidder shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

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

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of Bangalore 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.

Signed for and on behalf of the Bank

Signatory No.-----)

WITNESS:

1. Name & Address
2. Name & Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address Where tender is submitted / accepted under seal cover.
3. Six months Claim period from the date of expiry of validity should be given

LIST OF MEMBER BANKS

1. State Bank of India CAG Branch, 10th Floor, Vijaya Building, Barakhamba Road, New Delhi – 110001	8. Deutsche Bank, Tolstoy Marg, New Delhi – 110001
2. Canara Bank 74, Janpath, New Delhi – 110001	9. Citi Bank N A JeevanVihar Building, SansadMarg, New Delhi – 110001.
3. Punjab National Bank, 74, Janpath, New Delhi – 110001.	10. Standard Chartered Bank, H2 Block, Connaught Place, New Delhi – 110001.
4 State Bank of Hyderabad, Surya Kiran Building, K.G. Marg, New Delhi – 110001.	11. ICICI Bank Ltd., ICICI Tower, BishamPitamahMarg, PragatiVihar, New Delhi – 110003.
5. State Bank of Mysore, AntrikshBhawan, K.G. Marg, New Delhi – 110001.	12. IDBI Bank Ltd., 19, K.G. Marg, Surya Kiran Building, New Delhi.
6. State Bank of Mysore, Industrial Finance Branch, 18, Ramanashree Arcade, M.G. Road, Bangalore – 560001.	13. HSBC Ltd., ECE House, 28 KG Marg, New Delhi – 110001.
7. State Bank of Travancore, Travancore House, IF Branch, K.G. Marg, New Delhi – 110001.	14. Bank of Baroda, Corporate Banking Branch, 11th Floor, BOB Building, SansadMarg, New Delhi – 110001.
BGs from any other branches of above mentioned banks are acceptable.	

ANNEXURE-H
FORMAT FOR CLAIM FOR REFUND OF SECURITY DEPOSIT

Ref:

Date:

1. Name of Contract :
2. W.O. No & Date :
3. Contract Agreement & Date :
4. Name of the work undertaken :
5. Date of Commencement of Work :
6. Date of Completion of work :
7. Period of maintenance :
8. Date of which Final bill was paid :
9. Last date of making good the defect during :
maintenance period
10. Expenditure incurred by BHEL during the :
maintenance period, if any recoverable

11. Date on which security Deposit falls due as per :
Contract

12. Amount deposited or recovered :

13. Less Amount recoverable (with details) :
 - 13.01 Amount Spent by BHEL on :
 - 13.02 Payment made on behalf of Bidder :
 - 13.03 Court dues / penalties / compensation :

 - 13.04 Other recoveries for services :

 - 13.05 Security Deposit released with final bills :
14. Net Amount recommended for release (12-13) :

CERTIFICATE TO BE FURNISHED BY BIDDER

Ref. Work Order No. dated

I / We have no claim of demand outstanding against BHEL, Bangalore 560026 for the work done or materials supplied or on any account arising out or connected with the work order mentioned above and the payment of this bill is in full & final settlement of all my/our claims and demands including the deposits in respect of the Contract agreement referred to.

Date: Signature of Bidder

CERTIFICATE TO BE FURNISHED BY ENGINEER

Certified that

The payment recommended for release is in order and that there are no demands other than those included in the claim outstanding from the Contract.

The maintenance period as per the Contract agreement is over and the Bidder has carried out the works required to be carried out by him during the period of maintenance to our satisfaction and all expenses incurred by the company on carrying out such works have been included for adjustment.

All other objections raised so far have been settled.

A note of refund of security deposit has been made in the measurement book and Contract agreement / work order.

Date: Signature of Engineer

FOR USE OF ACCOUNTS DEPARTMENT

Passed for Rs...../- (Rupees _____ only)
Accountant Accounts officer

ACKNOWLEDGEMENT BY THE BIDDER

Received Rs...../- (Rupees _____ only) in full and final settlement of my / our claim.

Date: Signature of Engineer

ANNEXURE - I
FORMAT OF DECLARATION (ON BIDDER'S LETTER HEAD) TO BE GIVEN WITH
FINAL BILL

Ref:

Date:

To:

BHEL - Electronics Division,
PB.No.2606,
Mysore Road
Bangalore – 560026

Dear Sir / Madam

Ref: Your W.O NO..... Date:

This is to certify that

1. We have made full & final payment (Retrenchment Compensation, One month notice / notice pay in lieu thereof, payment for un availed portion of EL etc. as applicable) to all our workers and as on today nothing is pending / payable to any worker on account of wage & other benefits.
2. We have complied with relevant provisions of employees provident fund and misc. provisions Act 1952 and rules made there under and we have deposited up to date PF contribution under PF code No:.....
3. No one was injured / died due to accident during the period of Contract in the execution of the work and hence no compensation payment is applicable.
4. No labour payment is pending with us.
5. We hereby certify that the work was completed in accordance with terms and conditions of the said work order / award letter and all the particulars as declared above are true to the best of my knowledge & belief.
6. That in case principal employer is held responsible / liable to pay any amount/penalty charge by an order of the court, arbitrator or authority due to acts or omissions of the Bidder M/s hereby undertakes to indemnify the principal employer to deduct that amount from our bills payable by you in any other Contract.
7. No other claims against this Contract / work order will be made by..... on BHEL Bangalore.

Thanking You,

Yours Sincerely
Signature of the Bidder

PART – II

PRICE BID

RATE SCHEDULE

Scope of Work: Laying of Cables for RTD and Thermocouples along with Tray, Installation of JB, Decommissioning of old system, removal of old cables with proper Identification, Removal of old cabinets and shifting them to assigned location. Any small civil works along with material to complete the job. Modification to existing base frame to match the foot prints of new cabinets. Termination of existing I/O cables to the new system with appropriate harnessing arrangements to relieve cable stress. Laying and termination of Inter panel cables. Interconnection cabling with existing master clock system. Establishing connectivity between BHEL system and backup panels. Sealing of all cable entries in the cabinets, control desk/ consoles and furniture etc. Any other work required to complete the system of BOP Package.

Sl. No	ITEM DESCRIPTION	UO M	QTY	UNIT RATE	TOTAL Rate for	Bidders Unit Rate(Excl. of GST)	Total Rate(Excl. of GST)
1	DDCMIS PANELS (Panels are in single / two panels per suite formation. Work includes Installation at Control Room, alignment, welding to the base frame, Earthing etc.)						
2	Suite of One: Cubicle (Dimensions - L X B X H: 800X800X2100 mm) - Approximate weight = 400 Kg.	No.	1	14107.5	14107.5		
3	Suite of Two: Cubicle (Dimensions - L X B X H: 800X1600X2100 mm) - Approximate weight = 800 Kg.	No.	9	20691	186219		
4	HMI ITEMS - Shifting of materials from stores to place to Erection and providing assistance for commissioning.						
5	Work Stations PCs (24 inches) with accessories keyboard and mouse etc. (8 OWS, 2 EWS, 2 STORIAN, 1 OPC SERVER,	No.	13	1410.75	18339.75		
6	A3 Color Laser printer	No.	2	1500	3000		
7	Dot Matrix printer	No.	1	1000	1000		
8	Suite of One: Network Panel & PDP (Dimensions - L X B X H: 800X800X2100 mm) - Approximate weight = 400 Kg.	No.	1	14107.5	14107.5		

9	42" LED Screen and controller(CPU)	No.	8	20691	165528		
10	UNIT CONTROL DESK & RACKS - Shifting of material from stores and providing assistance to BHEL's Vendor.						
11	Arc shaped Unit Control Desk (L X B : 7000 X 1200 mm) at Main Control Room consisting of 8 sections	Set	1	9405	9405		
12	Installation work of DCS Panels and JB at field includes fabrication of base frame using ISMC/ISA and welding on to the Floor/ Ground with MS-Flat (Supply of Angle/Channel/Flat in BHEL/TPCL Scope).						
13	Structural steel (fabrication of frames, base frames for DCS Panels, by using Angles, Channels, plates, etc.)	KG	500	4.7025	2351.25		
14	Junction Box Erection for various types (32 and 64 way)	No.	38	940.5	35739		
15	Lump Sum Civil work Cutting, grooving, modification etc.	Set	1	23512.5	23512.5		
16	CABLES: Meggering, laying of cables on cable trays, through Conduits, Flexibles, dressing, tagging, gland plate drilling, glanding, termination etc. All consumables like lugs, cable tags, Nylon ties, sleeves (SLEEVES OF REQUIRED COLOR & SIZE), Ferruling (with ferrule printing m/c) etc. to be provided by Vendor within the rates quoted. ONLY CABLE GLANDS will be provided by BHEL as free issue. Shield wire to be sleeved and terminated at panel end. Tagging to be provided as per BHEL/TPCL specifications. Preparation of Protocols for every RA Bill and reconciliation of cables to be made by the Contractor. Bidder to remove all existing cables & scrap it to scrapyard before laying of new cable. All Cables should be glanced both end with double compression gland, printed ferrule, lugs & cable Aluminium cable tags at every 100m Bidder to confirm sealing of all cables which are under bidders scope.						

17	2 CORE 2.5 Sq.mm cable	Mtr	1200	11.286	13543.2		
18	1 CORE 35 Sq.mm cable	Mtr	1000	13.167	13167		
19	8 PAIR Armored 1 Sq.mm cable (FIELD CABLE FOR RTD)	Mtr	4000	17.8695	71478		
20	16 PAIR Armored 1 Sq.mm cable (FIELD CABLE FOR RTD)	Mtr	9000	11.286	101574		
21	8 PAIR Armored K TYPE 1 Sq.mm cable (FIELD CABLE FOR TC)	Mtr	11000	12.2265	134491.5		
22	F TYPE 4 PAIR 0.5 Sq.mm cable	Mtr	4000	17.8695	71478		
23	F TYPE 8 PAIR 0.5 Sq.mm cable	Mtr	6000	17.8695	107217		
24	F TYPE 12 PAIR 0.5 Sq.mm cable	Mtr	4000	20	80000		
25	G TYPE 16 PAIR 0.5 Sq.mm cable	Mtr	9000	25	225000		
26	G TYPE 4 PAIR 0.5 Sq.mm cable	Mtr	5000	17.8695	89347.5		
27	G TYPE 8 PAIR 0.5 Sq.mm cable	Mtr	8000	17.8695	142956		
28	NETWORK CABLE: Laying within HDPE Pipe, dressing using ties and crimping on both ends						
29	UTP CAT 5e CABLE (21 BUNDLES EACH BUNDLE OF 305 MTR.)	Mtr	1500	9.405	14107.5		
30	DISMANTLING WORK: Sub-contractor to hand over the below dismantled equipment to TPCL in "as it is" condition after cleaning at the location identified by BHEL/ TPCL, within the plant premises.						
31	Existing / Old Panels	No.	60	4643	278580		
32	Existing / Old cables, segregating and shifting	K. M	10	1500	15000		
33	Cable Tagging and Removal & Re-termination, and Gland work if required	No.	10000	4.7025	47025		
34	Existing / Old field instruments, Junction Boxes as identified by BHEL/Customer.	No.	40	235.125	9405		
	Total Rate for E&C for Unit#1 BOP in Rs. (Excl. of GST)				1887679.2		

	% Age Increase/Decrease against Total Rate	
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Bidder to indicate % Age Increase/Decrease against Quoted Rate

Notes:

1. Rate in Rupees per **unit of measurement** for entire scope of work as defined in this tender specification in respect of all items received from BHEL/Customer Stores, sheds / storage yard. Approx. quantity to be handled is indicated above.
2. The Unit Rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid.
3. Quantity is indicative only. Rate shall be valid for any upward or downward revision in quantity without any limit.
4. Adequate No. of Cable Laying gang with Electricians and helpers are to be provided throughout the Contract Period of 60 days exclusively for assisting BHEL Engineers in Commissioning Activities (in addition to the Electricians employed for regular Termination Work during the pre-shutdown and Shutdown period of Work) within the Contract Price.