



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

Site Address: General Manager & Construction Manager, 2x660 MW
Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar,
Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh

SEALED OFFERS ARE INVITED FROM **REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED)** THROUGH **HARD COPY MODE** ONLY for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

1.0 Salient Features of NIT:

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL:PSER:KLN-M2019:19 Date: 30/11/2019.
ii	Broad Scope of job	"SUPPLY OF UNSKILLED AND SKILLED LABOUR FOR CONSTRUCTION WORK AT BHEL, 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH."
iii	Issue of Tender Documents	From BHEL MSTPP SITE , RAMPAL, BANGLADESH Tender start Date : 30.11.2019
iv	DUE DATE & TIME OF OFFER SUBMISSION	Date: 07/12/2019, Time: 15-00 Hrs BST. Place : BHEL/RAMPAL/BAGERHAT/BANGLADESH (Offer to be submitted through conventional hard copy bid submission)
v	OPENING OF TENDER	Bid will be opened on same day 07/12/2019 at 16-00 Hours BST for which bidder may depute representative. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender. Bidder may depute representative to witness the opening of tender.
vi	EMD AMOUNT	NIL
vii	COST OF TENDER	NIL
viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 05/12/2019 Along with soft version also, addressing to undersigned (in email) as per contact address given below
ix	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable
x	Latest updates	--

The offer shall be submitted as per the instructions of tender document. Only One set of tender document (in **original**) signed by authorised company representative of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the offer. Best price shall be mentioned in the relevant price schedule only and submitted in separate sealed envelope.**

In case of bidders facing any difficulty in downloading the tender from internet website, they should contact BHEL Bangladesh office (Sr. Manager, Maitree STPP, Ph No +8801306358133). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

HARD COPY BID SUBMISSION:

Offer is to be submitted through hard copy bid conventional; complete set of offer shall be sent to BHEL, PSER, Bangladesh Site Office as per address given below as per following details. In case of voluminous document the tender may be submitted in properly bounded form.

The offers shall be sent in three separate sealed envelopes as under :--

COVER NO	SHALL CONTAIN FOLLOWINGS:
COVER-I	i) Covering letter of offer. ii) Pre-qualifying documents with all credential documents. iii) Demand Draft etc. towards Cost of Tender (if applicable). i) Un-priced price schedule mentioning only 'QUOTED' / 'UNQUOTED' against each item as per tendered format. ii) Duly filled all annexures iii) References of subsequent correspondences, if any iv) Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. v) Copy of Tender change notice (TCN), if applicable. vi) All supporting documents/ Annexures etc. as applicable. vii) NIT pages along with all volumes/parts of the tender (all pages) viii) No deviation certificate in bidders letterhead as per format given. ix) Copy of covering letter given in Cover-I. x) Duly filled in Price Schedule (as per tender format).

SPECIAL NOTE:

- A) FOR HARD COPY BIDS-The sealed cover shall be clearly super scribed with COVER NO. WITH NOMENCLATURE, NAME OF THE JOB, TENDER DOCUMENT NO. AND DUE DATE OF SUBMISSION.**
- B) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.**

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

Details of contact person:

Name : Dr.Abdullah Ahmed Laskar / Sr.Manager, Civil
 Deptt : Maitree STPP
 Address : BHEL Site Office, Maitree STPP
 PO-Kalekharber, Union-Rajnagar, Upajila-Rampal
 Bagerhat-9343, Bangladesh
 Phone : +8801306358133
 Email : aal@bhel.in

- 5.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 6.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter.
- 7.0 You are free to visit the site and study the prevailing site conditions including law & order situation etc. before quoting for this tender.
- 8.0 For any clarification on the tender document, you may seek the same in writing as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after

due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.

9.0 BHEL may decide holding Pre-Bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.

10. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.

11.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

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

13.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.

14. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

15.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.

16.0 Offers satisfying the Pre-Q criteria and Techno Commercial conditions will be sent for Customer's acceptance and will be considered for further processing based on their approval.

17.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.

18.0 *Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.*

19.0 Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.

20.0 *Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.*

21.0 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.

- 22.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 23.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.
- 26.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:-
- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
 - ii) Notice Inviting Tender (NIT)
 - iii) Price Schedule
 - iv) Special Conditions of Contract (SCC) – PART-C
 - iv) General Conditions of Contract (GCC) – PART-B
 - v) Other Salient Points --- PART-D

Complete offer to be addressed to, SR.MGR/MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH, clearly mentioning the Tender No. along with latest due date of offer submission.

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

for BHARAT HEAVY ELECTRICALS LTD

SR.MGR/ Maitree STPP

Agency	Contact details	
BHEL, PSER, Maitree STPP Bangladesh	Address	2x660 MW Maitree Super Thermal Power Project, PO-Kalekkharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh
	Phone no	+8801306358133
	E-mail	aal@bhel.in

Enclosures:

01. ANNEXURE-I: Pre qualifying Criteria
02. ANNEXURE-II : No Deviation Certificate
03. ANNEXURE-III: Format for seeking clarification
04. ANNEXURE-A: Suspension of business dealing with Suppliers
05. ANNEXURE-B: Declaration for relation in BHEL
06. Tender documents as per this NIT.

ANNEXURE-I**PRE QUAIFICATION CRITERIA**

JOB	“SUPPLY OF UNSKILLED AND SKILLED LABOUR FOR CONSTRUCTION WORK AT BHEL, 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.”
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SL NO	CRITERIA
1.0	FINANCIAL CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF BDT 12.20 LAKH OR EQUIVALENT AMOUNT* DURING THE LAST 3 (THREE) YEARS, ENDING ON 30-06-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 30-06-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 30-06-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA
2.1	THE BIDDER SHOULD BE CONVERSANT AND WELL EXPERIENCED WITH CIVIL WORKS AND SUFFICIENT RESOURCES OF MANPOWER.
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR THE CONSTRUCTION WORK IN BANGLADESH.
2.3	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF CIVIL WORKS, ENGAGING SKILLED AND UNSKILLED LABOUR FOR THE WORK OR ANY OTHER INFRASTRUCTURE PROJECT OR ANY OTHER INDUSTRY IN LAST THREE YEARS AS ON DATE OF SUBMISSION OF TENDER AND BIDDER SHALL HAVE TO SUBMIT WORK ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT
2.4	BIDDER SHOULD SUBMIT VALID e-TIN IN BANGLADESH.
3.0	NOTE :
3.1	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
3.2	EQUIVALENT AMOUNT MEANS THAT IT IS CONVERTED AT RATES AS ON THE DATE OF TENDER FLOATING (BANGLADESH BANK RATES - SELLING RATE).

ANNEXURE - II

NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

To,
BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Maitree STPP, Bangladesh

Sub	No Deviation Certificate.	
Job	“SUPPLY OF UNSKILLED AND SKILLED LABOUR FOR CONSTRUCTION WORK AT BHEL, 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.”	
Ref	1.0	TENDER NO. PSER:SITE:KLN-M2019:19 Date: 30/11/2019.
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature of bidder with Seal)

ANNEXURE-III**FORMAT FOR SEEKING CLARIFICATION**

JOB		“SUPPLY OF UNSKILLED AND SKILLED LABOUR FOR CONSTRUCTION WORK AT BHEL, 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.”		
TENDER NO		PSER:SITE:KLN-M2019:19 Date: 30/11/2019.		
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

ANNEXURE-A

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	The Vendor may be either put on hold or banned, as detailed hereinafter on the basis of specific category wise reasons as felt appropriate by BHEL.
1.3	i) Vendor tampers with tendering procedure affecting ordering process. ii) Vendor has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract.
1.4	
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) "Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL." iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with **Guidelines for "Suspension of Business dealings with Suppliers/ Contractors"** available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-B**DECLARATION FOR RELATION IN BHEL**

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

RTGS FORMAT**Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed.

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS
1	Our requirement is for engagement at 2 x 660 MW Maitree STPP, Rampal, Bagerhat, Bangladesh as per categorization enumerated in price bid. Offers are invited to submit in one-part.
2	If any vendor sought to quote through their agents/partners, they have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".
3	BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.
4	Tender shall be strictly in accordance with the tender specifications.
5	Supply for the labour based on requirement at site shall have to be made, as per tentative schedule mentioned at Cl. No. 11 of GCC.
6	No revision in rate shall be entertained after opening of the tenders.
7	The Work Order shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.
8	Rate shall be quoted in the price schedule format.
9	<u>WORKMEN INSURANCE:</u> Workmen insurance for work at site shall have to be arranged by the Vendor prior to start of work.
10	SUPPLY OF LABOUR AT MSTPP : Tentative completion of supply shall be six months from the date of Work Order. Supply of labour shall be as per the requirement of site. The age of labour shall not be less than 18 years.
11	Vendor shall be responsible to arrange and expedite the mobilization of the supply of labour at site within 07 days of adequate relevant experienced based on categorization as mentioned in the price bid.
12	<u>TERMS OF PAYMENT:</u> A) 95% of the payable amount as applicable, would be released within 15 days on verification and acceptance of the monthly Invoice on submission of following documents:- a) VAT compliant Invoice (1 original plus 2 copies) -- Tax Invoice. b) Proof of VAT Registration once for all. c) Insurance paper once for all. d) Monthly wage register duly signed by labours and Vendor as per the standard format. B) Balance payment of 5% shall be released after successful completion of the work after process of final bill. The following documents are to be submitted. a) Invoice in triplicate along with final acceptance of NOC from authorized Labaour Dept ,GOvt of Bangladesh. b) Submission of all filled and duly signed documents as per BHEL requirement. C) Payment will be released within 15 days of submission of documents as mentioned above. Invoice to be submitted at the end of each fortnight of supply. D) Paying Authority: RAO, BHEL Site Office, 2X660 MW MSTPP,RAMPAL,BAGERHAT,BANGLADESH E) No advance shall be paid. Payment shall be made on the basis of actual quantity of material received at site.
13.0	TAXES & DUTIES, ETC.
13.1	The Supplier shall submit copy of VAT registration Certificate (Musak-8), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.

13.2	Bidders shall quote price excluding of all taxes & duties as relevant and applicable Bidder shall submit self certified copy of the treasury challan and/or self attested copy of the Current Account (Mushak-18) along with Tax Invoice as an evidence of payment of output tax claimed from BHEL , if at aall applicable.
13.3	VAT is separately payable, if applicable for which the supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
13.4	INCOME TAX DEDUCTION AT SOURCE:
13.4.1	Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance,1984(and rules made thereunder) shall be deducted at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh. Howevr the unit rate mentioned in the price bid shall be exclusive of AIT.
13.4.2	Since payment shall be made in Bangladesh. Bangladesh Income Tax (AIT) shall be deducted, if applicable.
13.4.3	The Bidder shall carry out their own tax diligence to get acquainted with the relevant rules and regulations of Bangladesh pertaining to the subject job.
13.4.4	Except otherwise mentioned above bidder shall quote their rates/ price exclusive of all taxes, duties, cess, any State or Central Levy, social security contribution and other Taxes in or outside Bangladesh (but excluding Bangladesh VAT) in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.
13.4.5	The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any such liability.
13.4.6	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
13.4.7	BHEL also reserves the right to place a repeat order for additional quantity, at the same rate.
14	<u>SUITABILITY / ASSESSMENT OF QUALITY AND CAPABILITY OF LABOURS :</u> BHEL reserves the right to check the ability and experience of the supplied labour prior to engagement. BHEL will reserve the right to check the health condition of the worker in Safety park by a team of medical expert and Safety engineer as per the BHEL safety norms based on type / nature of works and in case of rejection , the demobilization of the workmen shall be at the cost of Vendor.
15	<u>TERMINATION OF CONTRACT:</u> If at any time during the execution of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 day's notice by issuing letter at site and the tenderer shall comply with the requirement of such notice.
16	<u>LIQUIDATED DAMAGE (LD):</u> It is to be clearly understood among the parties to the contract that the supply of workmen specified in the purchase order should be made within the time limit prescribed from time to time by BHEL. If the party fails to supply the same or any part thereof within the period fixed for supplied the quantity of workmen for which clearance has been issued by BHEL/Site, purchaser may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the total value of nonsupplied portion of the workmen for which clearance has been issued by BHEL subject to a maximum of 10% (Ten percent) of total order value.
17	The sealed tenders super scribing tender number and due date should be addressed to SR.MANAGER/MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH
18	The quotation should be valid at least for a period of 06 (Six) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.

SL. NO.	BHEL STANDARD TERMS
19	<u>NO INTEREST PAYABLE TO CONTRACTOR:</u> Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
20	<u>ISSUE OF NOTICE:</u> <u>Service of notice on contractor</u> Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post to or leaving the same at the contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice. <u>Service of notice on BHEL</u> Any notice to be given to BHEL in-charge/region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.
21	<u>JURISDICTION:</u> All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.
22	<u>CORRESPONDENCE:</u> Tender should be addressed to :- SR. MANAGER / MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH

Note:

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.

PART-C SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0	SITE DETAILS: 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, BHARAT HEAVY ELECTRICALS LIMITED, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERTHAT-9343, BANGLADESH Managing Director Bangladesh-India Friendship Power Company (Pvt) Ltd A/c : Bharat Heavy Electricals Limited. Level-17, Borak Unique Height 117, Kazi Nazrul Islam Avenue , Eskaton Garden Dhaka-1217, Bangladesh Owner: Bangladesh-India Friendship Power Company (Pvt) Ltd (BIFPCL) The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway. Nearest Domestic airport is Jessor, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh
2.0	QUANTITY VARIATION Quantity variation shall be limited to $\pm 30\%$.
3.0	INVOICE The successful bidder shall submit original VAT complaint tax invoice to BHEL.
4.0	The mobilization and demobilization of labour shall be at the cost of Vendor. No separate rate or any other additional amount shall be payable by the BHEL. The rate is all inclusive safety PPE's which shall be arranged by the Vendor. The Vendor has to abide by all the rules of MSTPP site related to HSE plan. The free space shall be arranged by BHEL where the Vendor has to build their own accommodation of labour colony as per the standard. Required Water and electricity shall have to be arranged by the Vendor. The transportation of labour from site to colony is to be borne by the Vendor. The minimum tools like gamela, mason pan, kodal, spader etc is to be arranged by the Vendor at his own cost. The fooding arrangement including snacks shall be borne by the Vendor. Any additional working beyond effective eight hours of working excluding one hour lunch time shall be paid on prorated basis of the quoted rate.
5.0	The representative of the vendor should be available at Maitree STPP Site for continuous supervision of the workmen as per the productivity, safety and quality norms of the BHEL standard.
6.0	BHEL reserve the right to cancel the order in case of delay in mobilization of workmen by vendor and failure to comply with quality, HSE and productivity requirements. BHEL also reserves the right to place the order on other bidders who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.
7.0	Out of 100%, 95% shall be paid in monthly bill as per the provision..
7.1	Balance 5% of contract value shall be released after successful completion of work and final bill. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period, subject to the followings:
8.0	CONTRACT PERIOD : 06 Months from the date of Work Order. The Bidder has to mobilize workmen as per the schedule within 10 days of issuance of the Work Order.
9.0	HOUSEKEEPING : All construction debris and other garbage shall be continuously collected and disposed at an approved facility. At the end of each day, all waste material shall be removed from the construction Site and deposited at the approved allocated area. The approved procedures to manage waste shall be specified in the Contractor's waste management plan. All empty hazardous material containers shall be removed from the work area as soon as is practicable. All empty gas containers and bottles shall be returned to their storage area and secured properly. The Contractor's shall prepare a pest and vector control program to address specific site conditions, including a mosquito control program.
10.0	NON COMPLIANCE:- NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER for every instance of violation noticed:

SN	Violation of Safety Norms	Fine (in BDT)
01.	Not Wearing Safety Helmet	50/- *
02.	Not wearing Safety Belt or not anchoring life line	100/-*
03.	Not wearing safety shoe	100/-*
04.	Not keeping gas cylinders vertically	100/-
05.	Not using flash back arrestors	50/-
06.	Not wearing gloves	50/- *
07.	Grinding Without Goggles	50/- *
08.	Not using 24 V Supply For Internal Work	500/-
09.	Electrical Plugs Not used for hand Machine	100/-
10.	Not Slings property	200/-
11.	Using Damaged Sling	200/-
12.	Lifting Cylinders Without Cage	500/-
13.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
14.	Not Removing Small Scrap From Platforms	200/-
15.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
16.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
17.	Improper Earthing Of Electrical T&P	500/-
18.	No or improper barricading	500/-
19.	Activity carried out without Safety work permit (Height work, Lifting activity, Hot work-each person/case)	1000/-
20.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
21.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/- per victim #

Legend:-*: per head,
#: or as deducted by Customer whichever is higher

Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.

PART-D OTHER SALIENT POINTS :-

(1) The quoted rate shall be inclusive of the following.

- Mobilization of manpower at site.
- Providing hygienic accommodation with necessary facilities like cot, drinking water ,service water etc.
- Arrangement transportation from residents to site and vice versa.
- Arranging safety induction at BHEL safety park.
- Providing safety accessories like safety shoe, Gum boot, safety belt, helmet, goggles, hand gloves, reflective jacket etc as required for safe working.

(2) Manpower shall be mobilized in batch of 10 to 15Nos within 10 days of written intimation to BHEL.

(3) The minimum period of deployment would be for two months.

(4) Successful Bidder shall ensure availability of alternate manpower within 07 days to replenish manpower who leave the site for any unavoidable circumstances. However in such cases BHEL shall be appraise instantly failing which LD shall be imposed as per the relevant LD clause.

(5) Bidder to note that this manpower would be used by existing Vendors who are engaged in MSTPP site. Accordingly the workmen have to work under the guidance and instruction of the agencies with whom they would be associated.

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SECTION – I
GENERAL INSTRUCTION TO TENDERER

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

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1.2.9	All entries in the tender shall either be typed or be in ink. Erasing and over writing are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
1.3	QUALIFICATION OF TENDERERS
	Only tenderers who have been previously qualified in the work of this nature and description detailed in this tender specification and have other resources and expected to quote for this work.
1.3	DATA AND DOCUMENTS TO BE ENCLOSED
1.3.1	Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.
1.3.2	Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.
1.3.3	In case of an proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed. In case of company, date and place of registration including date of commencement certificate, in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
1.3.4	Prescribed Earnest Money Deposit.
1.3.5	Previous experience
	A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.
1.3.6	Organization chart
1.3.6.1	The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.
1.3.6.2	A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.
1.3.6.3	Audited Balance Sheet and Profit & Loss A/c of last three years.
1.3.7	Banker's Certificate
	A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.
1.3.8	Income Tax / Sales Tax Certificate
1.3.8.1	A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
1.3.8.2	A written declaration indicating that no deviation from the tender specification has been taken.
1.3.8.3	In addition to above, other particulars, required in various annexure shall be furnished.
1.3.9	EARNEST MONEY DEPOSIT (EMD)
1.3.9.1	Every tender must be accompanied by the prescribed amount of Earnest Money Deposit as indicated in the tender enquiry letter, in any of the following forms. (All securities are to be discharged and pledged in favour of BHEL).
1.3.9.2	Note: Cheque, Money order, postal order or bank guarantee will not be accepted.
1.3.9.3	The amount shall be remitted by the bidder in cash (as permissible under Income Tax Act) to the cashier of Bharat Heavy Electricals Limited, Power Section, Eastern Region, Kolkata and cash receipt issued by BHEL shall be enclosed alongwith the tender.
1.3.9.4	Pay orders, demand draft payable at Kolkata duly pledged in favour of Bharat Heavy Electricals Limited.
1.3.9.5	Tenders received without earnest money in full in the manner prescribed above are liable to be rejected.
1.3.9.6	The Earnest money deposit of the successful tenderer paid in cash /DD/pay order shall be retained towards part of Security Deposit.
1.3.9.7	In the case of unsuccessful tenderers, the Earnest Money shall be refunded within a reasonable time after acceptance of award of work by the successful tenderer.
1.3.9.8	BHEL reserves the right of forfeiture of earnest money deposit in case the tenderer:

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1.3.9.9	After opening of the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.	
1.3.9.10	Fails to commence the work within the period as specified in the Letter of Intent or communicate the unqualified acceptance of the Letter of Intent within 15 days of date of the Letter of Intent.	
1.4	AUTHORISATION AND ATTESTATION	
	Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted alongwith the tenders.	
1.5	VALIDITY OF OFFER	
	The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the date of submission of latest offer. If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.	
1.6	EXECUTION OF CONTRACT	
	The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.	
1.7	SECURITY DEPOSIT (SD)	
1.7.1	Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.	
1.7.2	The amount of Security Deposit shall be as follows:	
1.7.2.1	In the case of work upto 10 lac.	10%
1.7.2.2	In the case of work costing above Rs 10 lac upto Rs 50 lac.	Rs 1 [one] lac plus 7.5% of the amount exceeding Rs 10 lac.
1.7.2.3	Above Rs 50 lac.	Rs 4 [four] lac plus 5% of the amount exceeding Rs 50 lac.
1.7.3	The Security deposit may be deposited in any of the following form:	
1.7.3.1	The total Security Deposit as indicated in the letter of intent can be paid in cash(as permissible under the Income Tax Act)/Pay Order or Demand Draft (in favour of Bharat Heavy Electricals Limited payable at Kolkata)/local cheques of Scheduled Banks (subject to realization) to BHEL, Power Sector, Eastern Region, Kolkata within the time limit stipulated in the letter of intent.	
1.7.3.2	The Security Deposit as indicated in the letter of intent can be paid in the form of Bank Guarantee from Scheduled Banks / Public Financial institutions as defined in the Companies Act in the prescribed proforma, the validity being upto completion of work as stipulated in the letter of intent. The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the said work is actually completed.	
1.7.3.3	The security deposit may be submitted through securities from Post Offices such as National Savings Certificates/Kisan Vikas Patras etc (certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata and discharged on the back).	
1.7.3.4	The security deposit may be submitted by Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata, duly discharged on the back.	
1.7.3.5	The security deposit can be recovered by deduction from running bills @ 10% of the value of each running bills till the full Security Deposit is made up. However, in such cases at least 50% of the Security Deposit should be deposited before start of work and the balance may be recovered from RA bills.	
1.7.3.6	Acceptance of security deposit against sl No. 1.7.3.3 & 1.7.3.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any other matter connected therewith.	
1.7.3.7	If the value of the work done at any time exceeds accepted agreement value, the security	

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	deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
1.7.3.8	Regarding adjustment of Earnest Money deposit towards part of Security Deposit, refer clause under EMD above.
1.7.3.9	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
1.7.3.10	If any parts of security deposit of the contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference to the contractor. BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon.
1.7.3.11	BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.
1.7.3.12	In case of small value contracts not exceeding Rs.10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection / recovery of initial 50% Security Deposit.
1.7.4	Return of Security Deposit
1.7.4.1	If the contractor duly performs and completes the contract 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 of the amount of Security Deposit will be released to the contractor after deducting all costs of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the satisfactory completion of Warranty / Guarantee Period as per terms of specification.
1.7.4.2	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.
1.8	REJECTION OF TENDER AND OTHER CONDITIONS
1.8.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
1.8.1.1	To reject any or all of the tender.
1.8.1.2	To split up the work amongst two or more tenderers.
1.8.1.3	To award the work in part.
1.8.1.4	Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.
1.8.2	Conditions and unwitnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
1.8.3	If a tenderer expires after his submission of the tenders or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
1.8.4	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
1.8.5	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit Earnest Money / Security Deposit.
1.8.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
1.8.7	Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith the Officer, failing this, BHEL may, at it sole discretion, reject the tender or cancel the contract and forfeit the

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	Earnest Money / Security Deposit.
1.8.8	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
1.8.9	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope alongwith the techno-commercial bid superscribed the word “undertaking for NO DEVIATION”.

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SECTION – II
GENERAL TERMS AND CONDITIONS OF CONTRACT

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

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	vise-versa where the context so require. Words importing the masculine gender shall be taken to include any company or association or body of individuals whether incorporated or not.
2.1.19	'HEADINGS'. The headings in these general conditions are solely for the purposes of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
2.1.20	'MONTH' shall mean Calendar month.
2.1.21	'WRITTING' shall include any manuscript type written or printed statement under the signature or seal as the case may be.
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 ordinary original civil jurisdiction, Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.
2.3	ISSUE OF NOTICE The contractor shall furnish to the BHEL Engineer name, designation and address of his authorized agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to address either of the contractor or of his representative and shall be deemed to have been so given in case of posting on the day on which they would have reached such address in ordinary course of post or on which they were so delivered of /or left.
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 the written permission of BHEL.
2.5	COMMENCEMENT OF WORK
2.5.1	The contractor shall commence the works within the time indicated in the letter / telex of intent from BHEL and shall proceed with same with due expedition without delay.
2.5.2	If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and / or Security Deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's rights and remedies in this regard.
2.5.3	All the works shall be carried out under the direction and satisfaction of BHEL.
2.5.4	The erected / constructed plant or work performed under the contract shall be taken over when it has been completed in all respects and / or satisfactorily put into operation at site.
2.6	MODE OF PAYMENT & MEASUREMENT OF THE WORK COMPLETE All payments due to the contractor shall be paid by ' Account Payee Cheques'.
2.6.1	For progress running bill payment: The contractor shall present detailed measurement sheets, in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities / weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be entered in measurement book and signed by both the parties.
2.6.2	These measurement sheets will be checked by BHEL engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in measurement book and signed by both in the parties.
2.6.3	Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in M. Book and signed by both the parties and paid for duly effecting recoveries due.
2.6.4	All recoveries due from the contractor for the month/period shall be effected in full from this corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
2.6.5	Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
2.6.6	The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.
2.6.8	If, at any time due to any reason whatsoever, it becomes necessary to measure the work done in full, or in part, the expenses towards such re-measurements shall be borne by the contractor.
2.6.9	Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

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

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	to all local festivals and religions and other customs.
2.8.4	The contractor shall comply with all state and central laws, statutory rules, regulations etc. such as:
2.8.5	The Payment of Wages Act, Minimums Wages Act, Workmen Compensation Act, Employers Liability Act, Industrial Dispute Act, Employees Provident Fund Scheme, Employees State Insurance Scheme, Contract Labour (Regulation & Abolition) Act 1970 and other Acts, Rules & Regulations for labour as may be enacted by the government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local government body, police and other relevant authorities all such notices as may be required by law.
2.8.6	The contractor's quoted price shall be inclusive of all taxes, fees, licence charges, deposits, duties, royalty commission or other charges towards this contract applicable at the time of submission of latest offer. However, in case Sales Tax on Works Contract, Turn Over Tax and Excise Duty are levied subsequently, the same will be considered for reimbursement by BHEL on production of documentary evidence (assessment order) towards same. The contractor have to obtain clearance / acceptance in writing from BHEL before making such payment.
2.8.7	While BHEL could pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, inspection certificates etc. will have to be made by the contractor.
2.8.8	The contractor shall be responsible for provision of health and sanitary arrangements more particularly described in Contract Labour (Regulation & Abolition Act), safety precautions etc as may be required for safe and satisfactory execution of the contract.
2.8.9	The contractor shall fulfil all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him.
2.8.10	The contractor shall be responsible for proper behaviour at site and observance of all regulations by the staff employed by him.
2.8.11	The contractor shall ensure that no damage is caused to any personnel property of other parties working at site. If any, such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.
2.8.12	All the properties / equipment / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL/their client. The contractor shall use such properties for the purpose of execution of this contract. All such properties /equipment/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL /their client. In case of non-return, loss, damage repairs etc. the cost thereof, as may be fixed by the site engineers, will be recovered from the contractor.
2.8.13	It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL, however, depending upon the availability, BHEL's customer's handling equipment and other plants may be made available to the contractor on payment of the Hire charge as fixed, subject to the conditions laid down by BHEL /customer from time to time. Unless paid in advance such hire charges, if applicable shall be recovered from contractor's bill / security deposit in ONE instalment.
2.8.14	The contractor shall not claim any compensation of the scope of work, due to change in design which curtails the quantum.
2.8.15	The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / construction / performing work under the contract.
2.8.16	In case the contractor is required to undertake any work outside the scope of this contract the rates payable shall be those mutually agreed upon.
2.8.17	The contractor shall keep the area of works clean and shall remove debris etc while executing day – to – day work. Upon completion of work the contractor shall remove from the vicinity of work all scrap, packing materials, rubbish unused and other materials and deposit them in place to be specified by the BHEL Engineer. The contractor will also demolish all the hutments, sheds, offices, constructed and used by him and shall clean the debris. In the case of his failure to do so, the same will be arranged to be removed by the BHEL Engineer. The expenses therefore, will be recovered from contractor.
2.8.18	The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
2.8.19	All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exemption. The contractor shall be responsible for the safety of the

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	equipment material and work to be performed by him and shall maintain all light, fencing, guards, signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precaution as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract.
2.8.20	The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc as per prescribed standards and practices.
2.8.21	The contractor will be directly responsible for payment of wages to his workman. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representatives should be furnished to BHEL site office for record purpose.
2.8.22	The intent of specification is to provide services according to most modern and proven techniques and codes. The omission of specific preference to any method, equipment of materials necessary for the proper and efficient performance of work shall not relieve the contractor of responsibility of providing much facilities to complete the work.
2.8.23	In case of any class of the work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the engineer.
2.8.24	No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
2.8.25	The detailed drawings, specifications, instruction manual, if any, available with the BHEL Engineer will form part of tender specification. These documents will be made available for reference only to the contractor during execution of work.
2.8.26	Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on contractor.
2.8.27	No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
2.8.28	It is possible that some minor repair / rectification / modification may be needed on the equipment to be erected / constructed / work to be performed under this specification, for reasons not attributable to the contractor. All such repair / rectification / modification work which can be done with the available facilities at site shall be carried out by the contractor free of cost and no extra charges shall be paid to the contractor, unless stated otherwise elsewhere.
2.8.29	The quality and progress of work will be regularly reviewed. The schedule and programme of work will be given to the contractor in advance and it will be the obligation of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more than one shift without any extra cost. Workman found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.
2.8.30	During the erection / construction/performing work under the contract, it is very essential that proper and adequate inspection should be made constantly to maintain the quality of workmanship so that any deviation from design dimension does not exceed permissible limits. The proper function of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the subassemblies, engineer may be consulted.
2.8.31	The contractor shall furnish daily labour report showing by classification of number of employees engaged in the various categories of work date wise and a progress report of work as required by BHEL Engineer.
2.8.32	The contractor shall execute the work in the most substantial and workmen like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship confirm to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineer.
2.8.33	The contractor shall take all reasonable care to protect the materials and work till such time the plant /equipment has been taken over by BHEL /their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by contractor as a safety measure

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	against accident and damage of property of BHEL. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous.
2.8.34	It will be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipments and personnel.
2.9	CONSEQUENCES OF CANCELLATION
2.9.1	Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site engineer which is final and conclusive) being less than the contract cost the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered in addition to the forfeiture of security deposit and recovery of liquidated damage as per relevant clauses.
2.9.2	In case BHEL completes the work under the provisions of this condition, cost of such completion to be taken into account in determining excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.
2.10	INSURANCE
2.10.1	BHEL/ their customer shall arrange for insurance the materials / properties of BHEL /customer covering the risks during transit storage, erection and commissioning.
2.10.2	It is the sole responsibility of the contractor to issue the workmen against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulation of the client/BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
2.10.3	If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to other person/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities.
2.10.4	If due to contractors carelessness, negligence or non-observance of safety precaution damage to BHEL's / customer's property and personnel should occur, and if BHEL is unable to recover, in full cost from the Insurance Company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours, of occurrence alongwith engineer's report. In the event of loss /theft of BHEL's customer's property while in the custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with local police authorities and furnish the details of FIR and engineer's investigation report about loss / theft within 48 hours of occurrence . This is for the purpose of lodging insurance claim. If BHEL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
2.11	STRIKE AND LOCKOUTS The contractor will be fully responsible for all the disputes and others issues connected with his labour. In the event of the contractor's labour resorting to strike or the lock-out declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed employing its own labour or through any other agencies or both and the cost so incurred by BHEL shall be deducted from the contractor's bills as per clauses 2.7. For all purposes whatsoever the employee of the contractor shall not be deemed to be in the employment of BHEL.
2.12	FORCE MAJEURE
2.12.1	The following shall amount to force majeure:
2.12.2	Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.
2.12.3	If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and contractor shall not be eligible for any compensation.
2.13	GUARANTEE Even though the work will be carried under supervision of BHEL engineers, contractor will be

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	responsible for the quality of the workmanship and shall guarantee the work done for a period of 12 months from the date of start of guarantee period, as certified by the engineer for good workmanship and shall rectify free of cost all defects due to faulty erection. In case contractor fail to repair the defective works within the time specified by the engineer. BHEL may proceed to undertake the repairs of such defective works at contractor's risk & cost without prejudices to any other rights and recover the same SD/other dues.
2.14	ARBITRATION
2.14.1	Except where otherwise provided in the contract all question and disputes relating to the meaning of specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to anyother questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to and decided by the engineer whose decision shall final to the parties hereto subject however, to the Arbitration referred hereunder. Any disputes of differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties. If amicable settlement can not be reached then all such disputed issues shall be referred to the sole Arbitration of General Manager or his appointed nominee.
2.14.2	The parties to the contract understand and agree that there will be no objection to any such appointment that the arbitrator so appointed in a Government servant or in the employment of the employer, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matters in disputes or difference as a government servant or as an employee of the employer he had expressed views on all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
2.14.3	In the event of the arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of outgoing Arbitrator in the matter aforesaid.
2.14.4	The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.
2.14.5	The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.
2.14.6	Work under the contract shall continue during Arbitration proceedings unless the employer shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.
2.14.7	Subject Arbitration as aforesaid, shall be conducted in accordance with the provision of Indian Arbitration Act, 1940 or any statutory modification or re-enactments thereof and the rules made there- under and for the time being in force shall apply to the Arbitration proceeding under the clause. The venue of Arbitration, if any, shall be Kolkata.

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SECTION – III
COMMON CONDITIONS OF CONTRACT

3.1	DRAWING AND DOCUMENTS
3.1.1	The detailed drawings, specification available with BHEL. Engineers will form part of this tender specifications. Those documents will be made available to the contractor during execution of work at site.
3.1.2	One set of necessary drawings to carry out the execution work will be furnished to the contractor by BHEL on loan which shall be returned to BHEL Engineer at site after completion of work. Contractor's personnel shall take care of these documents given to them.
3.1.3	The data furnished in various appendices and the drawings enclosed with this tender specification describes the equipment to be installed, tested and commissioned under this specification briefly. However, the changes in design and in quantity may be expected to occur as is usual in any such large scales of work.
3.1.4	Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before submission of the price bids. BHEL's interpretation in such cases shall be final and binding on the contractor if pointed out at a later date.
3.1.5	Deviation from design dimension should not exceed permissible limit. The contractor shall not correct or alter any dimension /details without specific approval of BHEL.
3.2	SAFETY AND CLEANLINESS
3.2.1	The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a 'SAFETY PLAN' to the authorized BHEL officials. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work.
3.2.2	If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
3.2.3	During the course of construction, alternations or repairs, scrap lumber with protruding nail, sharp edge etc and all other debris shall be kept cleaned from working areas, passage, ways and stairs in and around site.
3.2.4	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with BHEL Engineer and to be cordoned off.
3.2.5	Rigging equipment for material handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service.
3.2.6	Rigging equipment shall not be loaded in excess of its recommended safe working load.
3.2.7	Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
3.2.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained.
3.2.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture and explosives, of the contractor shall be responsible for carrying out such provision / storage in accordance with the rules and regulations laid down in the relevant Petroleum Act, Explosive Act and Petroleum and Carbide Calcium Manual, published by the Chief Inspector of Explosives of India. All such storage shall have prior approval if necessary from the Chief Inspector of Explosives or any other statutory authorities. The contractor shall be responsible for obtaining the same.
3.2.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.
3.2.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.

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3.2.11.1	Safety Helmets conforming to IS-2965: 1984.
3.2.11.2	Safety Belts conforming to IS-3521: 1980.
3.2.11.3	Safety Shoes conforming to IS-1989: 1978.
3.2.11.4	Eye and Face protection devices conforming to IS-8520: 1977 & IS-8960: 1978.
3.2.11.5	Hand and Body protection devices conforming to IS-2573: 1975, IS-6994: 1973, IS-8867: 1978 and IS-8519: 1977.
3.2.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependants before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and the contractor shall adhere to all the safety precaution given by the BHEL Engineer at site.
3.2.14	The contractor shall arrange at his cost suitable lighting arrangements for various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
3.2.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by the BHEL Engineer from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men equipment and material.
3.2.16	The contractor shall provide temporary fencing wherever required as safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
3.2.17	Contractor shall ensure safety of all the workmen, material and equipment, either belonging to him or to others working at site.
3.2.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precautions to avoid any accident and damage to other equipment and personnel. The T&P and other equipment shall be rested and certificate of fitness obtained before putting them to use.
3.2.19	The contractor shall provide necessary First –Aid facilities for all his employees, representatives and workmen at site. The First –Aid boxes should be placed in various elevations to as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first aid classes to keep his supervisors and Engineers properly trained for attending to any emergency.
3.2.20	All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire protection duties. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of the safety measure.
3.2.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, temporary structures, labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be dried at periodic intervals. The date of charging should be marked on the cylinders. All other fire safety measures as laid down in the "CODES FOR FIRE SAFETY AT CONSTRUCTION SITE" issued by safety department of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring, either to his materials or equipment or those of others.
3.2.22	The contractor shall at his cost, remove from vicinity of work all scrap packing materials, rubbish, unused and other materials and deposit them in places specified by BHEL Engineer to keep the work with clean and tidy.
3.2.23	The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbines casings, condensers etc.
3.2.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licenced by appropriate statutory

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

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

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

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

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ANNEXURE - A
DECLARATION SHEET

I/We, _____ hereby declare and confirm that we have visited the project site, namely, _____ site, under specification no PSER:SCT: _____, issued by M/S BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-EASTERN REGION, KOLKATA, and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned tender specification, in accordance with terms & conditions thereof.

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

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

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

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

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

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

Date: _____ Tenderer:
Place: _____ Address:

Witnesses with their addresses

Signature	Name	Address
1.		
2.		
3.		

Authorised representative's signature with name and address:

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ANNEXURE - B
GENERAL INFORMATION ABOUT TENDERER

FORMAT I - ORGANISATION STRUCTURE

1. Management structure of the firm

Whether Public Limited/Private Limited/Proprietorship:

2. Details of staff presently on permanent roll of organisation

A1	Name of site incharge	
A2	Qualification and experience	

b) Engineering staff:

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

c) Details of technical staff:

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

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

FORMAT II - FACILITIES FOR STAFF AND WORKERS AT SITE

1. Accommodation

a) For Engineers/supervisors/other staff

Sl no	Category	Type of accommodation	Facilities provided	Remarks

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

2. Medical

3. Conveyance

4. Other amenities

Signature of the tenderer

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ANNEXURE - C
PROFORMA OF FINANCIAL VIABILITY

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

Signature of the tenderer

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ANNEXURE - D
ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

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

Signature of the tenderer

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

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

Signature of the tenderer

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ANNEXURE - F
STATUS OF T&P AND DEPLOYMENT PLAN

A. STATUS OF TOOLS AND PLANTS

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

Signature of the tenderer

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B. MONTHWISE T&P DEPLOYMENT PLAN

[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH.]

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

Signature of the tenderer

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ANNEXURE - G
ANALYSIS OF QUOTED RATE

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

Signature of the tenderer

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ANNEXURE - H
CHECKLIST OF GENERAL PARTICULARS

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

Date

Signature of the tenderer
(with company seal)

Witness (signature with full particulars)

1.

2.

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ANNEXURE – I

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ ² dated _____ ² valued at Rs. ² (Rupees -----) ² for <Nature of the Work> ³ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ ⁴ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

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We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁵ or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before _____⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited

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and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

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

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

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

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

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- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

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ANNEXURE - J
PROFORMA FOR CONTRACT AGREEMENT

Agreement No : PSER:SCT: Date:

Name of the work :

Name of the :
contractor with
full address

Amount of tender : Rs /- (Rupees _____
only)

Telex of intent No : PSER:SCT: , dated

Work order No : PSER:SCT: , dated

Time allotted for : __ () months from start of work
completing work

FOR CONTRACTOR

FOR BHARAT HEAVY ELECTRICALS LTD

Bharat Heavy Electricals Limited		
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CONTRACT AGREEMENT

Agreement No : PSER:SCT: _____, Dated :

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

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

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

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

(7) and others, if any.

shall also form part of the contract agreement.

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

FOR CONTRACTOR

WITNESS

1.

2.

FOR BHARAT HEAVY ELECTRICALS LIMITED

WITNESS

1.

2.

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ANNEXURE-K

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, .

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

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

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

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- d) The liability of the Bank under this Guarantee shall not exceed.....⁷
- e) This Guarantee shall be valid up to⁸
- f) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

For and on

behalf of

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(Name of the

Bank)

Dated.....

Place of Issue.....

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

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

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

c. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

d. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

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- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

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ANNEXURE-L
FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK
GUARANTEE BOND

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region¹> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever

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which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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

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

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at < Name of place > only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the -----
(Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the

(Designation of the Authorized Person Signing the

Bank

Guarantee)

(Signatory No.-----)

DATED:

SEAL

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Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
 - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
 - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
 - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
 - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
 - PSNR : Delhi
 - PSER : Kolkata
 - PSWR: Nagpur
 - PSSR : Chennai
3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

VOLUME-III	
SUPPLY OF UNSKILLED AND SKILLED LABOUR FOR CONSTRUCTION WORK AT BHEL, 2X660 MW MAITREE	
TENDER NO - PSER:SITE:KLN-M2019:19	
PREAMBLE	
01	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned any where in this document.
02	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions. Drawings enclosed with the tender are only preliminary and for tender purposes and giving some idea of the work involved. The work is to be executed as per drawings & documents, which shall be furnished during execution.
03	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
04	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, taxes (except service tax), transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule.
05	The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within plus minus thirty percent ($\pm 30\%$) of the awarded price as per LOI.
06	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution and approval to be obtained before execution of further quantity for this item.
07	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/deletion of items can not be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final
08	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of
09	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing , clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate
10	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All
11	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
12	The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to the done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
13	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.

14	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/alterd by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
15	Bidders to note that for Civil &/Structural packages, against a particular item against a ST No. appearing in more than one schedule of the BOQ, same rate must be quoted in all schedules for that particular items with same descriptions. If by error, different rates are quoted in different schedules for same ST No. (i.e. item with same description), then the higher of the rates shall be considered for evaluation but awarding shall be done with the lower rate, if the bidder becomes L-1."
16	For Lumpsum Service Contract : The items/components indicated in the tender is indicative and may vary to any extent. No compensation shall be payable in case of any variation in the items/components listed in the bill of quantities if the executed weight remains within the variation limit. However, in case of deletion of any item or addition of new items over and above the items listed or variation of existing quantity beyond variation limit specified, adjustment (i.e. Payment or recovery as the case may be) shall be done on pro-rata basis based on the Rate per MT worked out from the quoted lump-sum Price and the total weight of components listed /indicated in price schedule plus 15% weight variation limit.
17	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
18	In case of tender for Civil and/or Structural works, if the Non-schedule items are not quoted by the bidder, it will be treated at par with rate of corresponding item of CPWD/PWD/DSR/BPWD schedule as prescribed in the tender/BOQ cum Rate Schedule.
19	No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor.
20	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
21	Bidder's Total price shall be considered for evaluation unless stated otherwise.
22	In case of BOP packages, if Bidder does not quote/indicate the price for freight charges against indicated rate schedule, the same shall be considered as 2% of basic price and adjusted with the total quoted price against each item keeping the total quoted price unaltered.

VOLUME-III
PRICE SCHEDULE, REV-0

SUPPLY OF UNSKILLED AND SKILLED LABOUR FOR CONSTRUCTION WORK AT BHEL, 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH

SCH-1 : TOTAL PRICE			
SL NO	DESCRIPTION	PRICE SCHEDULE REF	TOTAL QUOTED PRICE (IN BDT)
1.0	SUPPLY OF UNSKILLED AND SKILLED LABOUR FOR CONSTRUCTION WORK AT BHEL, 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH	SCH 2 - BREAK UP OF TOTAL PRICE	<u>IN FIGURES:-</u>
			<u>IN WORDS:-</u>
NOTE			
1	EVALUATION SHALL BE ON THE BASIS OF TOTAL AMOUNT.		
2	BIDDER'S QUOTED THE PRICE EXCLUDING ALL TAXES. AT BHEL, PSER's MAITREE STPP BANGLADESH SITE" ON THE BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS OF TENDER DOCUMENT.		
3	THE VENDOR HAS TO TAKE WORKMEN INSURANCE FOR THE WORK.		
4	BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD AND ENTIRE PERIOD OF WORK.		
5	WHILE QUOTING, BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THE TENDER DOCUMENT INCLUDING GENERAL CONDITIONS OF CONTRACT (PART - B) AND SPECIAL CONDITIONS OF CONTRACT (PART - C).		
6	ANY OTHER DOCUMENT SUBMITTED BY BIDDER IN PRICE BID/SCHEDULE APART FROM TENDERED PRICE BID/SCHEDULE SHALL NOT BE TAKEN INTO COGNIZANCE FOR EVALUATION OF OFFER. ANY MODIFICATION IN PRICE BID/SCHEDULE IN ANY WAY BY BIDDER IS NOT ACCEPTABLE & SHALL BE CONSIDERED AS TAMPERING OF TENDER DOCUMENT		
7	Bidder's quoted total price at Sl. no 1 above respectively shall be apportioned into amount of various items of works based on allocated percentages against respective item, in respective schedules/ parts. As such, bidder shall not indicate/ quote any amount/ rate in these schedules/ parts and any amount/ rate quoted against any item shall not be taken into cognizance/ account and offer may be liable for rejection.		
8	Based on the itemwise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items after rounding off.		
9	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived.		
10	Unit rates of each item of works of respective schedules/ parts will be derived by dividing derived amount by corresponding quantities. In deriving the unit rates of each item in this manner, figures only upto 2 decimal places will be taken into account. Any adjustment, if required, due to such methodology, will be effected in final bill.		
11	Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.		
12	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.		
13	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.		
14	For payment of non schedule items, the rate shall be derived from Schedule of Rates 2018, PWD, Govt. of Bangladesh.		

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

**JOB: SUPPLY OF UNSKILLED AND SKILLED LABOUR FOR CIVIL CONSTRUCTION WORKS
AT BHEL, 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.**

SCH-2 : BREAK UP OF TOTAL PRICE SCHEDULE

Sr.No.	Description of item	Unit	Quantity	ALLOTTED PERCENTAGE FOR AMOUNT OF EACH ITEM(Nearest to the 6 decimal points) W.R.T THE TOTAL OF QUOTED PRICE IN SCH-1
1	Supply of Unskilled labour (Helper) for effective eight hours duty per day.	NOS	3500	45.76%
2	Supply of Skilled labour for effective eight hours duty per day for following category:			
2.1	Carpenter	NOS	350	7.04%
2.2	bar bender	NOS	400	6.70%
2.3	Welder/attachment welder	NOS	75	1.51%
2.4	HP Welder	NOS	25	0.84%
2.5	Gas cutter	NOS	100	2.01%
2.6	Fitter	NOS	250	8.38%
2.7	Grinder	NOS	300	6.03%
2.8	Rigger	NOS	1000	20.11%
3	Supply of Foreman for effective eight hours duty per day.	NOS	60	1.61%
	TOTAL			100.00%