



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1 , Sector- II ,
Salt Lake City , Kolkata , WEST BENGAL, INDIA

Phone : (033) 23211690, 23398220, FAX : (033) 23211960

E-Tender Ref. No. PSER: PUR:MSX-225(I):103(ENQ:17:PP:0015: PUR:136) Date 03/01/2018.

NOTICE INVITING TENDER

OFFERS ARE INVITED FROM REPUTED AND EXPERIENCED BIDDERS ONLY (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) **THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> 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 CONSTRUED THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER: PUR:MSX-225(I):103(ENQ:17:PP:0015: PUR:136) Date 03/01/2018.
ii	Broad Scope of job	“Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years”.
iii	DETAILS OF TENDER DOCUMENT	
a.	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC) <i>Applicable</i>
b.	Volume-IB	General Conditions of Contract (Services) <i>Not Applicable</i>
c.	PART-C	TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT (SCC) <i>Applicable</i>
d.	PART- H	FORMS AND PROCEDURES ETC. <i>Applicable</i>
e.	Volume-IF	Technical Conditions of Contract (TCC) <i>Not Applicable</i>
f.	Volume-II	Technical Specification: <i>Not Applicable</i>
g.	PART-E	PRICE SCHEDULE <i>Applicable</i>
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bheleps.buyjunction.in b) in BHEL website (www.bhel.com , www.jantermanter.com & CPP Portal) : For tender view purpose only <i>APPLICABLE</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 03-01-2018, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bheleps.buyjunction.in) <i>Applicable</i>
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 15-01-2018, Time: 16-00 Hrs. (online only through e-procurement platform at https://bheleps.buyjunction.in , participating bidders may witness the same online only) <i>Applicable</i>
vii	EMD AMOUNT	Rs. 7,148.00 (Rupees Seven Thousand One Hundred and Forty Eight Only) [To be submitted in the form and manner as mentioned below] <i>Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स: (033) 23211960, टेलीफोन: (033) 23398220, ईमेल: enquiry@bhel.com, वेबसाइट: www.bhel.com, www.jantermanter.com Date: 03/01/2018

viii	COST OF TENDER	--	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 11/01/2018 Along with soft version also, addressing to undersigned (in email) as per contact address given below	Applicable
x	SCHEDULE OF PRE BID DISCUSSION (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & www.jantermanter.com/ CPP portal →Tender Notice & E-PROCUREMENT PORTAL https://bheleps.buyjunction.in) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

1.0 The offer shall be submitted as per the instructions of tender document. Only One set of tender document (in original, downloaded from website) signed by authorised company rep. 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. appearing in the website 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 techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender. In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM) or for any difficulty in downloading the tender from internet website, they should contact this office (Asst. Engineer, Purchase or AGM, Purchase Phone no. 033-23211690/23398220/8265). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**

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

3.0 **Earnest Money Deposit (EMD) of Rs. 7,148.00, in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.**

SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN MJUNCTION E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE/ASST. ENGINEER/PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT

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LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.**Earnest Monet Deposit (EMD) may be accepted only in the following forms:**

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
(ii) Electronic Fund Transfer credited in BHEL account (before tender opening) Or,
(iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

For RTGS details of BHEL-PSER for EFT, please refer PART-H of tender.

One time EMD of Rs. 5,00,000/- (Rupees Five Lakh only) for BHEL-PSER, SAS jobs will also be valid for all such PSER-SAS jobs. Parties/bidders who have submitted/submits One Time EMD (OEMD) in this Power Sector Region (i.e. BHEL-PSER) for Service After Sales (SAS) a sum of amount Rs. 5,00,000/- (Rupees Five Lakh only) are exempted from payment of E.M.D. on each such tender in that unit on case to case basis. (evidence of deposit must be submitted in scanned copy and to be uploaded along with techno-commercial offer in M-Junction Portal/Platform) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change

- In existing clauses of this tender.
- In case of bidders having one time EMD; one time EMD can not be used for SD purpose.
- Security deposit shall be submitted as per provision of tender. **Security deposit shall cover the entire duration of work plus the performance guarantee period plus three months notice period prior to release of the same.**
- The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.**

EMD by the Tenderer will be forfeited as per Tender Documents if, i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/contract.

EMD given by all unsuccessful Tenderers shall be refunded after award of work. The EMD of successful bidder will be retained as part of security deposit.

4.0 This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	<ol style="list-style-type: none"> Scanned copy of Covering letter of offer (To be attached in Attachment section) Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) Duly filled all annexures except price & un-priced format (To be attached in Attachment section). Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section)

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	7. All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule – Un-priced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Un-priced bid Attachment section)
PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A) 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.**
- B) 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.**
- 5.0 BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 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 offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job.
- 7.0 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.
- 8.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
- 9.0 For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed **positively by 11/01/2018.**
10. BHEL may decide holding pre-bid conference (PBC) with any/ all the 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.
- 11.0 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.
- 12.0 In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes / standards,

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specified, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.

- 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.
- 14.0 Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
15. While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
16. Taxes and duties shall be as per tender.
17. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
18. Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
19. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
- 20. "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**
- 21. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).**
- 22. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.***

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23. *If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*
24. *Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR DY. ENGINEER /PURCHASE, BHEL, KOLKATA.*
25. *However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.*
26. 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.
27. **"The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".**
28. **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.**
29. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
30. The bidder may have to produce original document for verification if so decided by BHEL.
31. Suspension of Business dealings: 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-V.
32. **Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50% , margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.
Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order.**
33. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of

acknowledgement in EM II) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -VI where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender .is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

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

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

34. Order of Precedence

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

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Schedule – PART-E
- TECHNICAL SPECIFICATIONS AND SPECIAL CONDITION OF CONTRACT - PART-C
- GENERAL CONDITIONS OF CONTRACT (GCC)- PART-B
- Forms and Procedures — PART- H

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> and in website www.jantermanter.com , www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these

for BHARAT HEAVY ELECTRICALS LTD

DGM (PUR)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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Agency	Contact details	
BHEL, PSER, Kolkata	Address	Bharat Heavy Electricals Limited, POWER SECTOR – EASTERN REGION 2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398224, 23398220, 23211690
	FAX no.	033-23211960
	E-mail ID	avijitpan@bhel.in , subrata.sen@bhel.in
M/s Mjunction Services Limited	For E-PROCUREMENT ASSISTANCE & TRAINING, MJUNCTION HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM)	

Enclosures:

01. Annexure-I: Pre qualifying Criteria.
02. Annexure- II : No Deviation Certificate
03. Annexure-III: Format for seeking clarification
04. Annexure-IV: General Terms & conditions for Reverse Auction
05. Annexure-V: Suspension of business dealing with Suppliers
06. Annexure-VI: Certificate by Chartered Accountant
07. Declaration for Relation in BHEL.
08. Tender documents

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ANNEXURE - I**PRE-QUALIFICATION CRITERIA**

JOB	“Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years”.
E-TENDER REF. NO.	PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.

SL. NO.	CRITERIA
1.0	<p>THE BIDDER SHOULD HAVE:</p> <p>VALID LICENSE/LICENCE AGREEMENT WITH DEPARTMENT OF TELECOM. / TELECOMMUNICATIONS GOVERNMENT OF INDIA FOR NATIONAL LONG DISTANCE SERVICE (OR NLD SERVICE)</p> <p style="text-align: center;">OR</p> <p>VALID LICENSE/LICENCE AGREEMENT FOR UNIFIED LICENSE/LICENCE, WITH DEPARTMENT OF TELECOM. /TELECOMMUNICATIONS GOVERNMENT OF INDIA, WITH AUTHORIZATION FOR PROVISION OF NATIONAL LONG DISTANCE SERVICE OR NLD SERVICE,</p> <p>(COPY OF RELEVANT DOCUMENT REQUIRED TO BE SUBMITTED AS AN EVIDENCE OF THE SAME).</p>
2.0	<p>A)BIDDERS SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS 1,07,219/- , IN LAST 3(THREE) FINANCIAL YEARS, ENDING ON 31-03-2017 AND MUST HAVE EARNED PROFIT IN ANY ONE OF LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2017 & SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 2(B).</p> <p>AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS ENDING ON 31-03-2017 IN SUPPORT OF THIS REQUIREMENT.</p> <p>B) IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED AGAINST ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.</p> <p>C) 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.</p>
3.0	BIDDER SHOULD HAVE VALID GSTIN AND PAN RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED

NOTE

A	NO CONSORTIUM/JV BIDDING IS ALLOWED FOR THIS TENDER.
B	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.

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ANNEXURE - II

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

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

Sub	No Deviation Certificate.	
Job	“Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years”.	
Ref	1.0	PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.
	2.0	Other references (if any).

Dear Sirs,

With reference to above, 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/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

It is also confirmed that the price has been quoted in the format received with the enquiry.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

(Signature of bidder)
with Seal

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स (033) 23211963, टेलीफोन (033) 2328220

PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018. page10 of 117

ANNEXURE - III

FORMAT FOR SEEKING CLARIFICATION

JOB	“Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years”.
E-TENDER REF. NO.	PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स (033) 23211963, टोल फ्री नंबर - 1800 120 8220
PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018

ANNEXURE-IV

General Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. **In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स (033) 23211963, टेलीफोन (033) 23388220

PSER: PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018

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TCC-REV-00

Technical Specifications of the contract and Special terms and conditions for the Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL, NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years



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

Table of Content

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II	Detail Specification and Configuration
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Q	Contract Price
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Technical Specification

I. Scope of Work:

Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL, NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on Optical Fiber cable or copper wire or RF link on rental basis for a period of 2 years.

Address of BHEL PSER's office complex where the point to point Lease Line to be installed by the vendor is:

Kolkata:

BHARAT HEAVY ELECTRICALS LIMITED
BHEL BHAWAN, PLOT NO. 9/1, DJ-BLOCK, SECTOR-II,
SALT LAKE CITY,
KOLKATA-700091

NPGCL Nabinagar Site:

BHEL SITE OFFICE,
3 X 660 MW NABINAGAR PROJECT NPGCL SHIVANPUR,
P.O.- ANKHORA,
DIST.- AURANGABAD,
BIHAR, PIN: 824303

II. Detail specification and Configuration as follows:

1. The vendor shall have to connect BHEL PSER's office premises and NPGCL Nabinagar BHEL Site Office (address as mentioned above) by 2 MBPS point to point lease line link. Last Mile at both the ends should be on RF/ Cooper/Fiber.
2. Vendor has to provide necessary hardware like high speed modem/ RF devices or other similar devices of reputed make and standard required for establishing the link (On

quarterly rent basis for a period of 02 years). Both end router will provide by BHEL for integrating Kolkata and NPGCL Nabinagar LAN which are in BHEL Private IP Series.

3. If the vendor is providing the link on RF then the vendor shall provide RF tower at both the locations for establishing LOS (Line of Sight) communication. The vendor shall supply tower upto a height of 6 metres at each side. If the height requirement is more than 06 metres, then vendor shall provide a composite rate per meter for supply and installation of tower at both the ends. This composite shall be mentioned in the price schedule (optional). The settlement of the claim for this shall be settled on the basis of actual utilization.

Note: Earthing of tower is in the scope of the vendor. Vendor has to provide Aviation light on the tower as per norms set by International Civil Aviation Organization.

4. Total supply, installation, commissioning, configuration and integration with BHEL MPLS-WAN and other ISP WAN, trouble shooting of the above, is under the scope of vendor. BHEL will use said 2 MBPS link for internet, Application, Mail, IP Telephony , Video conferencing etc.
5. The vendor has to maintain the 2 MBPS point to Point lease line link for the entire contract period and has to provide 2 MBPS bandwidth (Main scope) or additional 2 or 4 MBPS bandwidth (optional scope) during the entire contract period.
6. Vendor has to keep all existing VPN and Router configuration intact as per present configuration. All sorts of router configuration along with configuration support time to time as required by BHEL along with infrastructure up gradation/ Change, to be provided by the vendor or as guided by concerned authority of BHEL.
7. All leased line/ data circuit provider liasioning and follow up charges should be included as this will be in scope of vendor.
8. Testing, installation, commissioning and necessary operational training to users, troubleshooting of the entire set up should also be included in the scope of the vendor. Complete configuration for the above set up has to be done by the vendor.
9. Vendor has to arrange for AMC of the Cisco Routers Model CISCO1905/K9 {Sl. No. FGL2007219F (at NPGCL Nabinagar) and Sl. No. FGL184324WD (at Kolkata) } for the entire contract period of 02 years.

A) **General Terms and Condition**

1. The complete set up will be operated on rent & warrantee basis for the period of 02 years. (Except initial one time installation charge)
2. BHEL will be the sole owner of all rental /supply devices within BHEL Premises.

3. All the maintenance, insurance etc. will be under Vendor scope (Service and hardware both)
4. Present schematic of BHEL PSER's network and integration with ISP is attached herewith for ready reference of the vendor. In case vendor needs to understand and see the set up, they may visit our premises to see and understand the same so that implementation plan and installation work can be conceived by them prior to quote for the project.
5. The quote must be on Turnkey basis for supply of complete set of equipment, components which are required for successful implementation of the project. Installation of complete system including all accessories necessary and related support services and testing.
6. Support services for operation, trouble shooting, if necessary after installation of the system shall be provided by the vendor on site free of cost for a period of 02 (two) years.
7. Single point of contact for troubleshooting (even for liasioning) or a helpdesk team will function as a single point of contact for all sorts of problem for this system or for complete set up.
8. Vendor has to train our engineers for operation and troubleshooting as per mutually agreed schedule.
9. Vendor should be capable of handling VOIP, Video conferencing-Mail transfer like protocol. Vendor may arrange backbone from other ISP with proper liasioning.
10. Vendor has to sign SLA with BHEL PSER. Downtime deduction will be as per Clause C) Penalties on violation of SLA. If packet drop exceeds more than 1 % continuously for more than 1 hour then excess of 1 hour comes under downtime.
11. Termination clause is applicable. If vendor is not able to provide service as per SLA or provide poor service or more down time found at peak hour then BHEL may go for contract termination without any compensation and giving one month notice period.
12. BHEL may terminate the contract due to site closing or any other reason after giving 3 month notice.
13. Average Latency from ISP to BHEL office should be within 80 ms and maximum network response time shall be 100 ms or less.
14. Core expertise of the ISP should be DATA. Internet traffic cannot be sent with same voice backbone, in case bidder is also a BSO. Proper documentary proof for the same should be submitted.
15. Other qualification criteria of vendor should be as below:

1	Network	Vendor's Entire Network should be managed by a NMS
2	Service Level Agreement	SLA for 99.5% uptime guarantee should be provided for the last mile
3	Last Mile link	Licensed band wireless last mile/ fiber; Last mile is preferred with suitable back up options. MTTR should be 4 hrs. or less
4	Free Tools	GUI Based online real time bandwidth monitoring tool along with other inbuilt features like SLA Tracker, trouble Ticket raiser and Proactive Alarm in mobile number in case of link problem should be provided

5	Audit	Service provider should allow external auditors nominated by the PDIL or similar body for network audit.
6	IMS	Service provider should be able to provide facility management services and should own infrastructure management system with L1/L2/L3 support wherever necessary

B) Computation of Availability

Accountable parameter for down time.

1. Down of service by any means like
 - a) Last mile Failure
 - b) service failure
 - c) Failure due to unwanted traffic (ISP end) or spam.

Availability of service shall be assessed by the following formula:

$$\text{Uptime} = 100 * (1 - \text{Total outage duration in minutes} / \text{Maximum available time in minutes})$$

$$\text{Maximum Available Time} = \text{No. of days in month} * 24 * 60 - (\text{Scheduled Maintenance Time} + \text{BHEL introduced Outage} + \text{Downtime Due to Force Majored})$$

Note: Scheduled Maintenance Time should not be more than one hour per quarter per link and BHEL should be informed at least 48 hours in advance and subsequent approval/ acceptance should be taken from BHEL.

C) Penalties due to downtime

Network Availability (SLA Compliance) will be reviewed quarterly and penalties for non-compliance will be deducted on quarterly basis from the Maintenance of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope. The penalty will be calculated per Link / Internet Leased Line basis as per the following formula:

$$\text{Penalty} = F * X * (H * D)$$

Where, F = Multiplication Factor as per table given below

H = Hourly Maintenance charges of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope

(i.e. Quarterly Maintenance charges of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope /Total number of Hours in the Quarter)

D= downtime in hours

Note: While calculating downtime, minutes will be considered as full hour.

Sl. No	Class of Location	Uptime	Multiplication Factor (F)
1.	Kolkata	>99.5%	0.00 (Zero)
		98.5%-99.5%	1.25
		97.5%-98.5%	1.50
		95%-97.5%	1.75
		<95%	2.00
2	Nabinagar	>95%	0.00 (Zero)
		94%-95%	1.25
		93%-94%	1.50
		92%-93%	1.75
		<92%	2.00

Note: Bidder should ensure that, under no circumstances, service shall be down for more than 1 hour in a single working day at any location

For each case such instance where downtime is more than the above limits, the downtime hours will be doubled while calculating the total uptime for the quarter.

D) **Period of Contract:** The period of the contract shall be for 02 (two) years. The start date of the contract will be the **date of acceptance of link by BHEL.**

Link acceptance date by BHEL means completion date of supply, installation, commissioning, stabilization, demonstration of 2 MBPS Point to Point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office.

E) **Delivery and completion:**

100% delivery must be completed within 06 (six) weeks after receipt of confirmation about site readiness from authorized person of BHEL PSER IT department. This instruction shall be given after placement of LOI to the vendor.

Total project must be completed (which includes supply, installation, commissioning, stabilization, demonstration and work completion certification by BHEL) within maximum 08 (eight) weeks from date of placement of LOI subject to site readiness as confirmed by authorized person of BHEL PSER IT department

F) **Payment terms:**

1. No advance payment shall be made by RTGS
2. All payments shall be made through RTGS
3. One single Composite order for supply part & service part shall be placed for the subject job.
4. 90 % payment of one time Supply & installation charge (without GST) shall be paid on successful completion of installation & commissioning certified by IT.
5. Remaining 10 % of one time Supply & installation charge along with GST amount shall be paid to the vendor upon compliance of the following:
 - A) Vendor declaring such Invoice in his GSTR-1
 - B) Receipt of Goods / Services and Tax Invoice by BHEL
 - C) Confirmation of payment of GST thereon by vendor on GSTN Portal
 - D) Above is subject to receipt of goods (Material Receipt Certificate-MRC) / service (Engineering Protocol) and tax invoice by BHEL thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment / Retention.

6. Maintenance of Leased Line Link & Rental Charges for 2 MBPS band width charges shall be paid in 08 quarters in equal installments.
7. 90 % of the quarterly charges for “ **Maintenance of Leased Line Link & Rental Charges for 2 MBPS band width**” as per the main scope (excluding GST amount) shall be paid after successful completion of quarter as certified by IT within 45 days from the date of submission of invoice (in triplicate) by the vendor, along with Downtime report for the quarter (for which bill has been raised by the vendor) signed by vendor and BHEL representative.
8. Remaining 10% of the quarterly charges for “ **Maintenance of Leased Line Link & Rental Charges for 2 MBPS band width**” along with the GST amount shall be paid to the vendor upon compliance of the following:
 - A) Vendor declaring such Invoice in his GSTR-1
 - B) Receipt of Goods / Services and Tax Invoice by BHEL
 - C) Confirmation of payment of GST thereon by vendor on GSTN Portal
 - D) Above is subject to receipt of goods (Material Receipt Certificate-MRC) / service (Engineering Protocol) and tax invoice by BHEL thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment / Retention.

9. For the payment of extra height of tower above the ordered quantity, the one time payment shall be governed by the rate taken in Supply & installation of Tower for RF

beyond 6 MTR as per the main scope .This composite rate is mentioned in the price schedule (optional) Table 1 and payment for the same shall be made after successful completion of the installation of the tower. The payment of this one time charge shall be made in the manner as mentioned above in point 5 & 6.

10. For the payment of Rental Charges for additional 2 MBPS band width beyond main scope and Rental Charges for additional 2 MBPS band width beyond main scope, during the basic contract period of 02 years, shall be governed by the optional rate as mentioned by the vendor in the price schedule under optional item category (table 2 Sl. No. 2 and Sl. No. 3) after completion of the quarter. GST shall be paid extra. The payment of this one time charge shall be made in the manner as mentioned above in point 7 & 8.

11. PAYING AUTHORITY : AGM-FIN, BHEL ,PSER
PLOT NO: 9/1, BLOCK "DJ",SECTOR : II , SALT LAKE
KOLKATA -700 091

G) Bill of Material

One Time Supply:

- 1) If RF is used as last mile medium then RF Tower at both ends (06 meters at each side in the main scope of the contract), modem at both ends and allied accessories. The height of the tower may increase during actual deployment. For that the payment shall be made as per the clause of payment terms in clause F of this document.

Else if OFC or copper cable is used as last mile for delivering the link, the cost for the same shall be in built in one time supply charges.

- 2) AMC of Cisco Router Model CISCO1905/K9 {Sl. No. FGL2007219F (at NPGCL Nabinagar) and Sl. No. FGL184324WD (at Kolkata) for a period of 02 years.

Operation and Maintenance service: Maintenance of Leased Line Link & providing 2 MBPS band width for the entire contract period.

Increment of bandwidth (optional): At any point of time BHEL may go for increment of the bandwidth from 2 MBPS to 4 MBPS. The vendor shall keep this in mind while providing the necessary hardware for the link during initial installation so that while increasing the bandwidth from 2 MBPS to 4 MBPS no hardware change shall take place at the client end.

For this BHEL shall place a separate order on the vendor after obtaining separate financial concurrence.

- The vendor has to quote for Rental Charges for additional 2 MBPS band width beyond main scope and Rental Charges for additional 4 MBPS band width beyond main scope (for one quarter along with taxes excluding GST and BOCW cess. GST & BOCW cess shall be reimbursed to the vendor as per clause Taxes and Duties of this document) as an optional item in the price schedule (Table 2 Sl. No. 2 and 3).The payment for this additional 02 (two) MBPS bandwidth and 04 MBPS bandwidth shall be governed by the rate as mentioned above during the basic contract period of 02 years.
- This offer shall be valid for the entire contract.

BHEL may or may not place order for increment of the bandwidth on the vendor during the entire contract period

H) **LIQUIDATED DAMAGES:** If The successful bidder fails to complete supply within the contractual period, as mentioned in the clause no. 10.0 above, for reasons attributable to them, BHEL shall have the right to recover, as liquidated damages (LD), a sum equivalent to 0.5% of contract price (supply part), including taxes, duties, etc. for delay of each week or part thereof.

The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price including taxes, duties, etc.

In case of LD recovery, the applicable GST shall also be recovered from vendor/Contractor/ suppliers.

All other terms as per GCC.

I) **Disputes**

(A) Any question, dispute or difference, arising under or out of or in connection with or relating to this contract shall be settled by standard arbitration clause of general condition of contract of BHEL. In this regard, bidder may refer to the standard general condition of contract of BHEL.

(B) Jurisdiction: The court of the place from where the order for the AMC is issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the order for this AMC.

J) **Termination**

BHEL, PSER may terminate this CONTRACT at any time by informing the vendor of BHEL PSER's intension to do so in writing by giving notice for a period of one month and without assigning any reasons whatsoever. In such case, no payment will be given for the balance period of CONTRACT including period of unsatisfactory services, if any.

K) **Third Party Agreement**

As per Information Security Management System (ISMS) policies of BHEL, PSER vendor should enter into a third party agreement with BHEL, PSER after receipt of order.

L) Force Majeure

The service Provider shall not be responsible for delay in delivery resulting from acts/events beyond his control, provided notice of the happening of any such act/event is given by the Service Provider to the Purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

M) Mobilization Advance /Interest Bearing Recoverable Advance

No mobilization advance/ interest bearing recoverable advance is admissible under this part of the tender

N) Over Run Charges (ORC): ORC is not applicable for this tender.

O) Price Variation Compensation (PVC): PVC is not applicable for this tender.

P) Security Deposit: Security deposit shall be applicable as per relevant clause of GCC

Q) Contract Price

The bidder shall quote their rates strictly in accordance with prescribed rate / price schedule.

R) Insurance: If any, has to be borne, by the supplier.

S) TAXES AND DUTIES :

1.1 All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.

1.2 Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.

1.3 GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.

1.4 The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

1.5 Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.

1.6 TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.

1.7 TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.

1.8 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:-

BHEL GSTN - 19AAACB4146P1ZC

NAME - Bharat Heavy Electricals Limited, Power Sector Eastern Region

ADDRESS - Plot No. DJ 9/1, Sector – II, Karunamoyee, Salt Lake City, Kolkata – 700091

1.9 Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL alongwith all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances:

Portal Address: Plot No. DJ 9/1, Sector – II, Karunamoyee, Salt Lake City, Kolkata -700091

And

Email Address: amitava@bhel.in

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.

1.10 In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.

1.11 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.

1.12 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

1.13 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

1.14 **Way Bill:** Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

1.15 Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

1.16 As per Anti-profiteering clause bidder shall pass on the benefit to BHEL in case of any reduction of the GST rate. Further any Excise Duty , VAT , CST , Service tax , Entry Tax embedded in the price of the goods/Services shall be passed on to BHEL.

Note: Applicable only for cases, where either Price bid has been opened or LOI/Order has been placed.

HSE & OHSAS

1.0	<p>OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME : BHEL, Power Sector Regions (PSNR/ER/WR/SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Region have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organize / plan/ perform all their activities to meet with the applicable requirements of these standards.</p>
1.1	<p>HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL. HSE requirements in brief, are given below :-</p>
1.1.1	<p>Contractor will nominate one of their qualified and experienced employees as Safety Officer, who will be responsible for all HSE related issues of contractor's work area. Safety Officer will have authority to stop any activity, in case he observes that the activity is not being carried out in safe manner. He will conduct surprise inspection as well as periodic inspection/drill (at least once in a Week) and submit such reports to BHEL. He will conduct periodic meetings with working groups and explain HSE issues and use of PPEs to them. Reports of such meetings will be submitted to BHEL. Contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&P Details, Work Procedure, PPE requirements etc.</p> <p>Contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the day's job</p>
1.1.2	<p>The contractor shall ensure that proper job specific health check-up is done by medical professional for their employees during initial mobilization and thereafter if there is any change of job.</p>
1.1.3	<p>Following personnel protective equipments (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured :-</p> <ul style="list-style-type: none"> - HELMET - SAFETY GOGGLES & WELDING FACE SHIELDS - SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT - SAFETY SHOES - EAR PLUG - ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION OF THE WORK

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1.1.4	Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen/ employees for giving first aid.
1.1.5	Arranging ambulance in case of any emergency situation .
1.1.6	Identification of nearest hospital and health check-up of workmen/employees
1.1.7	Providing filtered drinking water at work place in cool container.
1.1.8	Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
1.1.9	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
1.1.10	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
1.1.11	Fulfilling safety requirements at all power tapping points.
1.1.12	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
1.1.13	Providing contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site .
1.1.14	High/ Low pressure welders to be identified with separate colour clothings. No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
1.1.15	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
1.1.16	All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe for use by an experienced contractor person, before any scaffolding/platform is used.
1.1.17	All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.
1.1.18	Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.
1.1.19	Safety slogan, Safety/ Caution boards , wherever required to be displayed in consultation with BHEL.

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1.1.20	Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal) on daily basis.																				
1.1.21	The Contractor is required to provide proper safety net systems where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.																				
1.1.22	<p>All applicable OCPs (Operational control procedures) will be followed by contractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below . In case any other OCP is found to be applicable during the execution of work at site, then contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to contractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be refereed by contractor, if they so desire.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/></td><td>OCP for safe handling of chemicals</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for Electrical safety</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for energy conservation</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for safe welding and gas cutting operation</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for fire safety</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for safety in use of hand tools</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for first aid</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for food safety at canteen</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for safety in use of cranes</td></tr> <tr><td><input type="checkbox"/></td><td>OCP for storage and handing of gas cylinders</td></tr> </table>	<input type="checkbox"/>	OCP for safe handling of chemicals	<input type="checkbox"/>	OCP for Electrical safety	<input type="checkbox"/>	OCP for energy conservation	<input type="checkbox"/>	OCP for safe welding and gas cutting operation	<input type="checkbox"/>	OCP for fire safety	<input type="checkbox"/>	OCP for safety in use of hand tools	<input type="checkbox"/>	OCP for first aid	<input type="checkbox"/>	OCP for food safety at canteen	<input type="checkbox"/>	OCP for safety in use of cranes	<input type="checkbox"/>	OCP for storage and handing of gas cylinders
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<input type="checkbox"/>	OCP for manual arc welding
<input type="checkbox"/>	OCP for safe use of helmets
<input type="checkbox"/>	OCP for good house keeping
<input type="checkbox"/>	OCP for working at height
<input type="checkbox"/>	OCP for safe excavation
<input type="checkbox"/>	OCP for safe filling of Hydrogen in cylinder
<input type="checkbox"/>	OCP for illumination
<input type="checkbox"/>	OCP for handling and erection of heavy metals
<input type="checkbox"/>	OCP for safe acid cleaning
<input type="checkbox"/>	OCP for safe alkali boil out
<input type="checkbox"/>	OCP for safe oil flushing
<input type="checkbox"/>	OCP for steam blowing
<input type="checkbox"/>	OCP for safe working in confined area
<input type="checkbox"/>	OCP for safe operation of passenger lift, material hoists & cages
<input type="checkbox"/>	OCP for Vehicle maintenance
<input type="checkbox"/>	OCP for safe radiography
<input type="checkbox"/>	OCP for waste disposal
<input type="checkbox"/>	OCP for working at night
<input type="checkbox"/>	OCP for blasting
<input type="checkbox"/>	OCP for DG Set
<input type="checkbox"/>	OCP for handling & storage of mineral wool
<input type="checkbox"/>	OCP for drilling, reaming and grinding(machining) etc.
<input type="checkbox"/>	OCP for hydraulic test
<input type="checkbox"/>	OCP for spray insulation
<input type="checkbox"/>	OCP for trial run of rotary equipment
<input type="checkbox"/>	OCP for stress relieving
<input type="checkbox"/>	OCP for material preservation
<input type="checkbox"/>	OCP for cable laying/tray work
<input type="checkbox"/>	OCP for electrical maintenance
<input type="checkbox"/>	OCP for transformer charging
<input type="checkbox"/>	OCP for safe handling of battery system
<input type="checkbox"/>	OCP for computer operation
<input type="checkbox"/>	OCP for storage in open yard
<input type="checkbox"/>	OCP for sanitary maintenance
<input type="checkbox"/>	OCP for batching
<input type="checkbox"/>	OCP for piling rig operation
<input type="checkbox"/>	OCP for gas distribution test

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	<input type="checkbox"/> OCP for cleaning of hotwell / deaerator <input type="checkbox"/> OCP for electro-resistance heating <input type="checkbox"/> OCP for compressor operation <input type="checkbox"/> OCP for O&M of control of AC plant & system <input type="checkbox"/> OCP for air compressor <input type="checkbox"/> OCP for passivation <input type="checkbox"/> OCP for Safe EDTA Cleaning <input type="checkbox"/> OCP for Safe Chemical cleaning of Pre boiler system <input type="checkbox"/> OCP for Safe Boiler Light up <input type="checkbox"/> OCP for Safe Rolling and Synchronisation
1.2	<input type="checkbox"/> OCP for Safe Loading of Unit SAFETY AND CLEANLINESS : The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a "Safety Plan" to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for
1.3	handling critical activities and emergencies. If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
1.4	During the course of construction, alternation or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.
1.5	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.
1.6	Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective

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	rigging equipment will be removed from service.
1.7	Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
1.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.
1.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the contractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives or any other statutory authority. The contractor shall be responsible for obtaining the same.
1.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.
1.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
1.12	All workmen of the contractor working on construction area shall wear safety shoes, hand gloves, safety helmets and safety belt as applicable. The contractor shall provide to its workforce and ensure the use of following personnel protective equipment as found necessary and as directed by BHEL.
1.12.1	Safety Helmets conforming to IS-2965 : 1984
1.12.2	Safety Belts conforming to IS-3521:1983
1.12.3	Safety Shoes conforming to IS-1989 : 1978
1.12.4	Eye and face protection devices conforming to IS – 8620 : 1977 & IS – 8950 : 1978.

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1.12.5	Hand and body protection devices conforming to IS – 2575 : 1975 and IS – 6994 : 1973, IS – 8907 : 1970 & 8619 : 1977
1.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the Engineer at site.
1.14	The contractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
1.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
1.16	The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
1.17	Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.
1.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accident and damage to other equipment and personnel. All requisite tests and inspection of handling

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	equipment, tools & tackle shall be periodically done by the contractor. Defective equipment shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.
1.19	The contractor shall provide necessary first aid facilities for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first –aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.
1.20	All the contractor’s supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate his supervisor to coordinate and implement the safety measures.
1.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders. All other fire safety measures as laid down in the “codes for fire safety at construction site” issued by safety coordinator of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring either to his materials or equipment or those of others.
1.22	The contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, painting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
1.23	The contractor shall not use any hand lamp energized by Electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes turbine casings, condensers etc.
1.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works.

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

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1.34	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.
1.35	The contractor shall submit report of all accidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later than 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be submitted by the contractor to BHEL from time to time as prescribed by the Engineer.
1.36	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.
1.37	Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ horizontal and 1 vertical.
1.38	Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying, from the building or structure.
1.39	Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.6 m above ground level or floor level, they shall be closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
1.40	Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.

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1.41	Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
1.42	Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least ¼" for each additional foot of length.
1.43	A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
1.44	All personnel of the Contactor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal worker shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
1.45	Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
1.46	All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
1.47	The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions and to pay any such persons such compensation or which may with the consent of the Contractor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Contractor hereby agrees to indemnify BHEL against the same.
1.48	Before any demolition work is commenced and also during the process of the

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	work the following shall be ensured:
1.48.1	All roads and open areas adjacent to the work site shall either be closed or suitably protected.
1.48.2	No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
1.48.3	All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.
1.49	All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contactor should take adequate steps to ensure proper use of equipment by those concerned.
1.49.1	Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
1.49.2	Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
1.49.3	Those engaged in welding works shall be provided with welder's protective eyesight lids.
1.49.4	Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
1.49.5	Where workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
1.49.6	The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.
1.49.6.1	No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

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1.49.6.2	Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
1.49.6.3	Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
1.50	When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
1.51	Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
1.52	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
1.53	The contractor shall maintain and ensure necessary safety measures as required for inspection and tests HV test, Pneumatic test, Hydraulic test, Spring test, Bend test etc as applicable, to enable. inspection Agency for performing Inspection. If any test equipment is found not complying with proper safety requirements then the Inspection Agency may withhold inspection, till such time the desired safety requirements are met.
1.54	The Contractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard. BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.

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1.55	All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.																						
1.56	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.																						
1.57	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer of the Engineer's Representative.																						
1.58	Keeping the work area clean/ free from debris, removed scaffoldings, scraps insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the contractor.																						
1.59	Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect. Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.																						
1.60	<p><u>NON COMPLIANCE:-</u> NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER <u>for every instance of violation noticed:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SN</th> <th style="width: 60%;">Violation of Safety Norms</th> <th style="width: 15%;">Fine (in Rs)</th> <th style="width: 15%;"></th> </tr> </thead> <tbody> <tr> <td>01</td> <td>Not Wearing Safety Helmet</td> <td>50/-</td> <td></td> </tr> <tr> <td>02.</td> <td>Not wearing Safety Belt</td> <td>100/-</td> <td></td> </tr> <tr> <td>03.</td> <td>Grinding Without Goggles</td> <td>50/-</td> <td></td> </tr> <tr> <td>04.</td> <td>Not using 24 V Supply For Internal Work</td> <td>500/-</td> <td></td> </tr> </tbody> </table>			SN	Violation of Safety Norms	Fine (in Rs)		01	Not Wearing Safety Helmet	50/-		02.	Not wearing Safety Belt	100/-		03.	Grinding Without Goggles	50/-		04.	Not using 24 V Supply For Internal Work	500/-	
SN	Violation of Safety Norms	Fine (in Rs)																					
01	Not Wearing Safety Helmet	50/-																					
02.	Not wearing Safety Belt	100/-																					
03.	Grinding Without Goggles	50/-																					
04.	Not using 24 V Supply For Internal Work	500/-																					

HSE & OHSAS

	05.	Electrical Plugs Not used for hand Machine	100/-
	06.	Not Slings property	200/-
	07.	Using Damaged Sling	200/-
	08.	Lifting Cylinders Without Cage	500/-
	09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
	10.	Not Removing Small Scrap From Platforms	200/-
	11.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
	12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
	13.	Improper Earthing Of Electrical T&P	500/-
	14.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
	15.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/- - per victim
	<p>Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.</p>		
1.61	<p><u>CITATION:</u>-If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job</p>		
1.62	<p><u>MEMORANDUM OF UNDERSTANDING</u> After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:</p> <p style="text-align: center;"><u>Memorandum of Understanding</u></p> <p>¾ BHEL, Power Sector _____Region is committed to Health, Safety and Environment Policy (EHS Policy).</p> <p>¾ M/s _____do hereby also commit to the same</p>		

HSE & OHSAS

EHS Policy while executing the Contract Number _____

$\frac{3}{4}$ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.

$\frac{3}{4}$ BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days.

Signed by authorized representative of M/s -----

Name :

Place & Date:

<u>ANNEXURE-VII</u>	
<u>BHARAT HEAVY ELECTRICALS LTD.</u> <u>POWER SECTOR EASTERN REGION</u> <u>KOLKATA</u>	
<u>PRICE SCHEDULE (UNPRICED)</u>	
Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years	
<u>E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.</u>	
PREAMBLE OF UNPRICED PRICE SCHEDULE	
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with Volume-IB, Volume- ID, Volume-IE & Volume-IF together with subsequent changes/ modifications etc there to as applicable as on date of submission of price offer.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc equipment, strengthening of roads/ culverts/ bridges etc including arranging all clearances etc required for carrying out different activities & tests, materials, levies, taxes, 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 tender document and this schedule.
5	The rates quoted in Price schedule shall be inclusive of "all taxes and duties (excluding GST and BOCW Cess). GST and BOCW Cess shall be paid extra, as applicable.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English.
7	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
8	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.
9	In case Sealed /Paper Price Bids are opened for finalization of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/ deletion of items cannot be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill. This condition shall not be applicable where the tender is finalized through Reverse Auction.
10	BHEL reserves the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order. BHEL also reserves the right to place order for any / all optional items at any time during the contract period.
11	The order shall be placed for Two (2) years , however payment shall be made quarterly on pro-rata basis and the total quarterly value shall be derived by dividing the total value for two years by eight (8) quarters.
12	Discounts offer by the vendor in price shall not be entertained by BHEL.
13	Bidder must quote the price elements mentioned in price schedule. If any element left blank shall be construed as the price is included in Total Amount.
14	BIDDER'S QUOTED RATE / PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.
15	Bidder to note that " Grand Total Price " shall be considered for evaluation as such, shall be complete in all respect for the full scope defined and considering all terms & conditions.
16	No additional charges will be paid over the payable charges as per price schedule except for optional items
17	Any item as per scope of work if not included in price quoted above & shown separately will not be taken cognizance of and offer shall be liable for rejection.
18	Very Important Note: Any other document (if uploaded by bidder) in Price Bid / Schedule apart from tendered Price Schedule shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.
19	Note: Earthing of tower is in the scope of the vendor. Vendor has to provide Aviation light on the tower as per norms set by International Civil Aviation Organization.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

<u>ANNEXURE-VII</u>			
<u>BHARAT HEAVY ELECTRICALS LTD.</u>			
<u>PRICE SCHEDULE (UNPRICED)</u>			
Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years			
<u>E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.</u>			
<u>BIDDER TO FILL THE COLOURED FIELD WITH QUOTED/UNQUOTED ONLY</u>			
<u>SCH-1: MAIN PRICE</u>			
SL NO	ITEM DESCRIPTION	PRICE SCHEDULE REF	GRAND TOTAL PRICE (INR)
1	2	3	4
A	GRAND TOTAL PRICE IN RS. FOR A PERIOF OF 02 YEARS FOR Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis.	Schedule 2	
	AMOUNT IN WORDS (INR)	Schedule 2	No Rupees Only
Note			
1	The rates quoted in Price schedule shall be inclusive of "all taxes and duties (excluding GST and BOCW Cess). GST and BOCW Cess shall be paid extra, as applicable. Taxes & duties clause shall be as per TCC.		
2	Bidder shall quote grand total price at Column SI. No. 4 for items mentioned at Column SI. No. 3 only. For items in sheets SCH2_RF TOWER and SCH2_INCREMENT, bidder has to quote amounts/rates for the items in the respective sheets (Which shall not be considered for evaluation). All other amounts/ rates of each item of works mentioned at Column SI. No. 3 will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place/ schedule of Volume-III will not be recknoed & will stand null & void.		
3	Bidder to note that grand total price at Column sl no 4 above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.		
4	Bidder's quoted grand total price shall be apportioned into amount of various items of works based on allocated percentages against respective item in Column SI. No. 3. As such, bidder shall not indicate/ quote any amount/ rate in Column SI. No. 3 and any amount/ rate quoted against any item in Column SI. No. 3 shall not be taken into cognizance/ account and offer may be liable for rejection.		
5	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 upto 9 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal places. The item rates so derived shall remain firm till execution of the work under scope of this tender.		
6	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per SI No. 5 above.		
7	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.		
Very Important Note: Any other document (if uploaded by bidder) in Price Bid / Schedule apart from tendered Price Schedule shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.			
SIGNATURE OF THE BIDDER WITH SEAL AND DATE			

ANNEXURE-VII

Unpriced price schedule .xlsx

**BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR EASTERN REGION
KOLKATA**

PRICE SCHEDULE (UNPRICED)

Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years

E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.

SCHEDULE 2 SUMMARY SHEET (CALCULATION)

SL. NO.	HEAD	Unit	Quantity	WEIGHTAGE FOR TOTAL PRICE FOR EACH ITEM (Nearest to 9 decimal points) wrt to GRAND TOTAL PRICE
A.	One Time Cost (supply part):Supply Charges (one Time) of 2 MBPS Leased line link including router charges and RF/ Copper/Optical Fiber Cable Charges as per the scope	LOT	1	0.245152355
B.	One Time Cost (Service part):Installation Charges (one Time) for 2 MBPS Lease line link including router installation charges and RF/ Copper/Optical Fiber cable Installation Charges as per the scope	LOT	1	0.057710065
C.	Operation & Maintenance Cost (service part):Maintenance of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope	LOT	1	0.697137581
				1.000000000

<u>ANNEXURE-VII</u>					
<u>BHARAT HEAVY ELECTRICALS LTD.</u> <u>POWER SECTOR EASTERN REGION</u> <u>KOLKATA</u>					
<u>PRICE SCHEDULE (UNPRICED)</u>					
Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years					
<u>E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.</u>					
SCHEDULE-2 RF TOWER					
BIDDER TO FILL THE COLOURED FIELD WITH QUOTED/UNQUOTED ONLY					
SL. NO.	DESCRIPTION	Unit	Quantity	UNIT RATE PER MTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS. GST & BOCW CESS SHALL BE PAID EXTRA (in Figures)	UNIT RATE PER MTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS. GST & BOCW CESS SHALL BE PAID EXTRA (in Words)
				B	
1	Supply & installation of Tower for RF beyond 6 MTR as per the main scope	MTR	1		0
Very Important Note: Any other document (if uploaded by bidder) in Price Bid / Schedule apart from tendered Price Schedule shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.					
SIGNATURE OF THE BIDDER WITH SEAL AND DATE					

<u>ANNEXURE-VII</u>					
<u>BHARAT HEAVY ELECTRICALS LTD.</u>					
<u>PRICE SCHEDULE (UNPRICED)</u>					
Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years					
<u>E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.</u>					
<u>SCH2 Increment of bandwidth (Optional)</u>					
<u>BIDDER TO FILL THE COLOURED FIELD WITH QUOTED/UNQUOTED ONLY</u>					
SL-NO.	DESCRIPTION	UNIT	Quantity	UNIT RATE PER QTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS. GST & BOCW CESS SHALL BE PAID EXTRA(In Figures)	UNIT RATE PER QTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS. GST & BOCW CESS SHALL BE PAID EXTRA(In Words)
1	Rental Charges for additional 2 MBPS band width beyond main scope	QUARTER	1		0
2	Rental Charges for additional 4 MBPS band width beyond main scope	QUARTER	1		0
Very Important Note: Any other document (if uploaded by bidder) in Price Bid / Schedule apart from tendered Price Schedule shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.					
SIGNATURE OF THE BIDDER WITH SEAL AND DATE					

<u>ANNEXURE-VII</u>	
<u>BHARAT HEAVY ELECTRICALS LTD.</u> <u>POWER SECTOR EASTERN REGION</u> <u>KOLKATA</u>	
<u>PRICE SCHEDULE (PRICED)</u>	
Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years	
<u>E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.</u>	
PREAMBLE OF PRICE SCHEDULE	
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with Volume-IB, Volume- ID, Volume-IE & Volume-IF together with subsequent changes/ modifications etc there to as applicable as on date of submission of price offer.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc equipment, strengthening of roads/ culverts/ bridges etc including arranging all clearances etc required for carrying out different activities & tests, materials, levies, taxes, 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 tender document and this schedule.
5	The rates quoted in Price schedule shall be inclusive of "all taxes and duties (excluding GST and BOCW Cess). GST and BOCW Cess shall be paid extra, as applicable.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English.
7	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
8	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.
9	In case Sealed /Paper Price Bids are opened for finalization of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/ deletion of items cannot be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill. This condition shall not be applicable where the tender is finalized through Reverse Auction.
10	BHEL reserves the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order. BHEL also reserves the right to place order for any / all optional items at any time during the contract period.
11	The order shall be placed for Two (2) years , however payment shall be made quarterly on pro-rata basis and the total quarterly value shall be derived by dividing the total value for two years by eight (8) quarters.
12	Discounts offer by the vendor in price shall not be entertained by BHEL.
13	Bidder must quote the price elements mentioned in price schedule. If any element left blank shall be construed as the price is included in Total Amount.
14	BIDDER'S QUOTED RATE / PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.
15	Bidder to note that " Grand Total Price " shall be considered for evaluation as such, shall be complete in all respect for the full scope defined and considering all terms & conditions.
16	No additional charges will be paid over the payable charges as per price schedule except for optional items
17	Any item as per scope of work if not included in price quoted above & shown separately will not be taken cognizance of and offer shall be liable for rejection.
18	Very Important Note: Any other document (if uploaded by bidder) in Price Bid / Schedule apart from tendered Price Schedule shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.
19	Note: Earthing of tower is in the scope of the vendor. Vendor has to provide Aviation light on the tower as per norms set by International Civil Aviation Organization.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

<u>ANNEXURE-VII</u>			
<u>BHARAT HEAVY ELECTRICALS LTD.</u>			
<u>PRICE SCHEDULE (PRICED)</u>			
Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years			
<u>E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.</u>			
<u>SCH-1: MAIN PRICE</u>			
SL NO	ITEM DESCRIPTION	PRICE SCHEDULE REF	GRAND TOTAL PRICE (INR)
1	2	3	4
A	GRAND TOTAL PRICE IN RS. FOR A PERIOF OF 02 YEARS FOR Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis.	Schedule 2	
	AMOUNT IN WORDS (INR)	Schedule 2	No Rupees Only
Note			
1	The rates quoted in Price schedule shall be inclusive of "all taxes and duties (excluding GST and BOCW Cess). GST and BOCW Cess shall be paid extra, as applicable. Taxes & duties clause shall be as per TCC.		
2	Bidder shall quote grand total price at Column Sl. No. 4 for items mentioned at Column Sl. No. 3 only. For items in sheets SCH2_RF TOWER and SCH2_INCREMENT, bidder has to quote amounts/rates for the items in the respective sheets (Which shall not be considered for evaluation). All other amounts/ rates of each item of works mentioned at Column Sl. No. 3 will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place/ schedule of Volume-III will not be recknoed & will stand null & void.		
3	Bidder to note that grand total price at Column sl no 4 above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.		
4	Bidder's quoted grand total price shall be apportioned into amount of various items of works based on allocated percentages against respective item in Column Sl. No. 3. As such, bidder shall not indicate/ quote any amount/ rate in Column Sl. No. 3 and any amount/ rate quoted against any item in Column Sl. No. 3 shall not be taken into cognizance/ account and offer may be liable for rejection.		
5	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 upto 9 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal places. The item rates so derived shall remain firm till execution of the work under scope of this tender.		
6	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No. 5 above.		
7	Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.		
8	BIDDER TO MENTION GRAND TOTAL PRICE (INR) ONLY INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS ONLY		
Very Important Note: Any other document (if uploaded by bidder) in Price Bid / Schedule apart from tendered Price Schedule shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.			
SIGNATURE OF THE BIDDER WITH SEAL AND DATE			

ANNEXURE-VII

price schedule.xlsm

BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR EASTERN REGION
KOLKATA

PRICE SCHEDULE (PRICED)

Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years

E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.

SCHEDULE 2 SUMMARY SHEET (CALCULATION)

SL. NO.	HEAD	Unit	Quantity	WEIGHTAGE FOR TOTAL PRICE FOR EACH ITEM (Nearest to 9 decimal points) wrt to GRAND TOTAL PRICE
A.	One Time Cost (supply part):Supply Charges (one Time) of 2 MBPS Leased line link including router charges and RF/ Copper/Optical Fiber Cable Charges as per the scope	LOT	1	0.245152355
B.	One Time Cost (Service part):Installation Charges (one Time) for 2 MBPS Lease line link including router installation charges and RF/ Copper/Optical Fiber cable Installation Charges as per the scope	LOT	1	0.057710065
C.	Operation & Maintenance Cost (service part):Maintenance of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope	LOT	1	0.697137581
				1.000000000

<u>ANNEXURE-VII</u>					
<u>BHARAT HEAVY ELECTRICALS LTD.</u>					
<u>POWER SECTOR EASTERN REGION</u>					
<u>KOLKATA</u>					
<u>PRICE SCHEDULE (PRICED)</u>					
Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years					
E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018.					
SCHEDULE-2 RF TOWER					
SL. NO.	DESCRIPTION	Unit	Quantity	UNIT RATE PER MTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS. GST & BOCW CESS SHALL BE PAID EXTRA (in Figures)	UNIT RATE PER MTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS. GST & BOCW CESS SHALL BE PAID EXTRA (in Words)
				B	
1	Supply & installation of Tower for RF beyond 6 MTR as per the main scope	MTR	1	0	0
BIDDER TO MENTION UNIT RATE PER MTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS ONLY					
Very Important Note: Any other document (if uploaded by bidder) in Price Bid / Schedule apart from tendered Price Schedule shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.					
SIGNATURE OF THE BIDDER WITH SEAL AND DATE					

<u>ANNEXURE-VII</u>					
BHARAT HEAVY ELECTRICALS LTD.					
<u>PRICE SCHEDULE (PRICED)</u>					
Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years					
<u>E-Tender No. PSER: PUR:MSX-225(I):103(ENQ:17:PP:0015: PUR:136) Date 03/01/2018.</u>					
SCH2 Increment of bandwidth (Optional)					
SL. NO.	DESCRIPTION	UNIT	Quantity	UNIT RATE PER QTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS. GST & BOCW CESS SHALL BE PAID EXTRA(In Figures)	UNIT RATE PER QTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS. GST & BOCW CESS SHALL BE PAID EXTRA(In Words)
1	Rental Charges for additional 2 MBPS band width beyond main scope	QUARTER	1		0
2	Rental Charges for additional 4 MBPS band width beyond main scope	QUARTER	1		0

BIDDER TO MENTION UNIT RATE PER QTR (IN RS) INCLUSIVE OF ALL TAXES AND DUTIES EXCEPT GST & BOCW CESS

Very Important Note: Any other document (if uploaded by bidder) in Price Bid / Schedule apart from tendered Price Schedule shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

ANNEXURE-V

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	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</p> <p>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	<p>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स: (033) 23211960, मोबाइल: (033) 2338220

PSER: PUR:MSX-225(I):103(ENQ:17:PP:0015: PUR:136) Date 03/01/2018

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1.3	<p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <p>i) Supplier tampers with tendering procedure affecting ordering process.</p> <p>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</p> <p>iii) after placement of order, Supplier fails to execute the contract.</p> <p>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</p> <p>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</p>
1.4	<p>Banning across BHEL shall be imposed in following cases, if</p>
1.4.1	<p>i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</p> <p>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.</p> <p>iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>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.</p> <p>v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</p> <p>vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</p> <p>viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</p> <p>ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</p>
1.4.2	<p>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.</p>

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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फैक्स (033) 23211960, टेलीफोन (033) 2328220

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ANNEXURE-VI

Certificate by Chartered Accountant on letter head

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the
items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items
not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date
of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3
years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E)
dated 01.11.2013 published in the gazette notification dated 04,11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स (033) 23211960, मोबाइल नं. 9830015136, ईमेल (033) 2338220

PSER: PUR: MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018. page 54 of 117

DECLARATION OF THE BIDDERS

Job: “Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years”.

- 01. I,hereby certify that all the information and data furnished by me with regard to this E-Tender No. PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018. are true and complete to the best of my knowledge.**
- 02. I have gone through the tender specifications, scope of work, terms and conditions mentioned in Annexure as well as General and Special conditions of contract and various stipulations in detail and agree to abide by them and comply with the requirements and intent of specifications.**
- 03. I also certify that there have been no deviations from the tender requirements in the bid submitted against this tender.**
- 04. I further certify that I am duly authorized representative of the under mentioned tenderer and hold a valid power of attorney to this effect, a copy of which is enclosed.**

Signature:

Name :

Date :

Designation:

Seal:

Tenderers Name and address

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स (033) 23211960, टेलीफोन (033) 2338220
PSER:PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018

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 against the Bidder/Contractor.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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फैक्स: (033) 23211960, टेलीफोन: (033) 2338220
PSER: PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018

F-01

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.**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स (033) 23211960, मोबाइल नं. 98208220, ईमेल (033) 2328220

PSER: PUR: MSX-225(I): 103 (ENQ: 17: PP: 0015: PUR: 136) Date 03/01/2018. page 57 of 117

F-02**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*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/ Fax: (033) 23211960, मोबाइल/ Mobile: (033) 2328220

PSER: PUR:MSX-225(I):103(ENQ:17:PP:0015:PUR:136) Date 03/01/2018

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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.

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____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 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)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is

advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR 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, .

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.

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:

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

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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)

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.

List of Consortium Banks *

Nationalised Banks		Nationalised Banks	
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016

RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR

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

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N.DELHI**
03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
04. Vendors Bank A/c No. **11107800029**
05. Name of Bank **STATE BANK OF INDIA**
06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
07. Branch Phone No. **KOLKATA**
08. City **033-23575666**
09. IFSC Code of the Branch **KOLKATA**
SBIN 0004289

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


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


Confirmation by Banker with office seal


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



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SECTION – I
Instructions to Tenderers
GENERAL INSTRUCTION TO TENDERERS

1.1 Submission of Tender in “Three Parts”.

- (1) Technical Tender : All particulars asked for from the Vendor except the Price Bid & E.M.D in an envelope.
- (2) EMD in a sealed envelope clearly superscribing on the envelope “E.M.D”, the Tender Number, Name of Work, addresses of Vendor and addressee. One time EMD holders needn't enclose this provided that proof of EMD remittance is enclosed in the technical tender.
- (3) Price Bid in the price schedule enclosed in the tender, in sealed envelope, clearly superscribing “Price Bid”, Tender Number, Name of Work, Name of the Vendor and addressee.

All the above “Parts” can be placed in an sufficiently large outer envelope for submission.

1.1.1a This Tender specification as a whole, duly furnishing the following details shall be duly signed and sent in a sealed cover superscribing :

TENDER		FOR
TENDER	SPECIFICATION	NO.
DUE ON _____		

1.1.1b DURATION OF JOB

1.1.1.1 Earnest Money Deposit.

1.1.1.2 Income Tax & Sales Tax Clearance Certificate.

1.1.1.3 Detailed organisation chart for manpower resources available with the tenderer and to be employed for the present jobs.

1.1.1.4 Time to be taken for commencement and completion of Work.

1.1.1.5 A list of experience as mentioned in the tender document.

1.1.1.6 The details of the present jobs being handled.

1.1.1.7 Certificate from the BHEL's scheduled Banks to establish financial capability of the tenderer as per format enclosed at annexure-I.

1.1.1.8 Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.

1.1.1.9 Price schedule and other relevant information.

NOTE: All Xerox copies enclosed by the Vendor should be attested and sealed for authenticity.



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- 1.1.2 The tender shall be addressed to:
**HEAD, PURCHASE DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR, EASTERN REGION, (2ND FLOOR),
PLOT-9/1, BLOCK-DJ, SECTOR-II, SALT LAKE,
KOLKATA – 700091.**
- 1.1.3 Tenders submitted by post shall be sent “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.
- 1.1.4 Tenders shall be opened by the authorised officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 1.1.5 The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies or omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the offer.
- 1.1.6 Before tendering, the tenderer is 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.
- 1.1.7 Tenderers must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification & deceleration must be signed bearing seal and submitted along with the offers by the Tender in token of complete acceptance thereof. The information furnished shall be complete by itself. The booklet of G.S.C.C may be retained by the bidder if deceleration is enclosed along with the bid duly filled in and signed and sealed.
- 1.1.8 The tender shall quote the rates in English language and international numerals. The rates shall be in whole rupees. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 1.1.9 All entries in the tender shall either be typed or be in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 1.2 **Qualifications of Tenderers :**
Only tenderers who have previous experience in work of this nature and description detailed in this tender specification and/or registered with BHEL, PS-ER-SAS for such works are expected to quote for this work duly detailing their



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experience along with the offer. Offers from tenderers who do not have established experience in the field are not likely to be considered.

1.3 Data to be enclosed :

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

1.3.1 Financial Status :

- a) A certificate from BHEL's scheduled Bank to prove his financial capacity/capability to undertake the work of solvency certificate from the concerned Government Authority.
- b) Contractors other than those who are registered in ER, should submit their audited annual accounts for three years preceding the financial year in which tenders are called for.

1.3.2 Income Tax / Sales Tax Certificate :

A certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. The 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.

1.3.3 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 a list of site locations and particulars and value of various services that are under progress.

1.3.4 Organisation Chart :

The organisation pattern that is totally available with the tenderer and that will be employed by the tenderer for this work duly indicating the number of Engineers and Supervisors, their qualification and experience in the line, the number of skilled and unskilled workmen etc.

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

1.3.6 In case of an individual :
His full name, address and place and nature of business.

1.3.7 In case of Partnership firms:
The name of all the partners and their addresses. A copy of the Partnership Deed (Instrument of partnership) duly certified by the Notary Public shall be enclosed.

1.3.8 In case of Companies:



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Date and place of registration including Date of Commencement Certificate in case of public companies (certified copies of Memorandum and Articles of Associations are also to be furnished).

- 1.3.9 Nature of business carried on by the Company and the provision of the Memorandum relating thereof.
- 1.3.10 Names and particulars including addresses of all the Directors and their previous experience.
- 1.3.11 A list of tools and tackles that the tenderer is having and those that will be earmarked for this job.
- 1.3.12 In addition to the above, the particulars required in various annexures.

1.4 **EARNEST MONEY DEPOSIT (EMD):**

- 1.4.1 Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
- 1.4.1.1 **Cash deposit not permissible.**
- 1.4.1.2 **Electronic Fund Transfer** credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.
- 1.4.1.3 **Banker's Cheque/Pay Order/Demand Draft** payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
- 1.4.1.4 Parties/bidders who have submitted/submits **One Time EMD (OEMD) in this Power Sector Region (i.e. BHEL-PSER) for Service After Sales (SAS) a sum of amount Rs. 5,00,000/- (Rupees Five Lakh only)** are exempted from payment of E.M.D. on each such tender in that unit on case to case basis.
- 1.4.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
- 1.4.3 The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.
- 1.4.4 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- 1.4.5 BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if :-
- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The Contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.

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



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1.5 Authorisation and Attestation :

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

1.6 Validity of Offer :

The rates in the tender shall be kept open for acceptance for a minimum period of six months from the due date of opening of tenders. If a tenderer withdraws or revokes his tender or increases the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case the Bharat Heavy Electricals Limited calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.7 Execution of Contract:

The successful tender's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer may be required to execute an agreement in the prescribed form with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting first RA bill for payment. The expenses for completing and stamping the agreement shall be borne by the tenderer.

1.8 **Security Deposit (SD):**

1.8.1 Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.

1.8.2 The total amount of **Security Deposit will be 5% (Five percent) of the contract value.** EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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

1.8.4 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.8.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.

1.8.5 Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account.



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iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us.

iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/C BHEL).

v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.8.7 Collection of Security Deposit:

1.8.7.1 At least 50% of the required Security Deposit, including EMD, should be collected before start of work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the amount of the required Security Deposit is collected.

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

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

1.8.7.4 Security Deposit should cover up to the period of guarantee also.

(Note: In case of SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

1.8.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.

1.8.9 Return of Security Deposit:

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 return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period as per clause 2.13.

1.8.10 No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.

1.8.11 In no case Security Deposit can be released before settling all claims under this contract.



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1.9 Rejection of Tender and other conditions:

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

- a) to reject any or all of the tenders.
- b) To split up the work amongst two or more tenderers. c)
To award the work in part.
- d) Either of the contingencies stated in (b) and (c) to modify the time for completion suitably.
- e) To modify the scope of work after mutual agreement.

1.9.2 Conditional and unwitnessed tenders:

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

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

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

1.9.5 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 the Earnest Money/Security Deposit.

1.9.6 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.

1.9.7 Should a tenderer or contractor or in the case of a firm or Company of Contractors one or more of 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 along with the offer, failing this, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.9.8 The successful tenderer should not sub-contract the part or complete work detailed in this tender specification undertaken by him without permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of contractor.

1.9.9 The successful tenderer shall inform/keep BHEL informed if he has already



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undertaken any work/is likely to be awarded any job with the same customer with whom BHEL is entering into contract.

1.10 LIQUIDATED DAMAGES

If The successful bidder fails to complete supply within the contractual period, as mentioned in the clause no. 10.0 above, for reasons attributable to them, BHEL shall have the right to recover, as liquidated damages (LD), a sum equivalent to 0.5% of contract price (supply part), including taxes, duties, etc. for delay of each week or part thereof.

The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price including taxes, duties, etc.

BHEL shall deduct aforesaid amounts from any money due or which may become due to The successful bidder and/ or recover from the bank guarantees/ security deposit of The successful bidder. To be entitled to impose such compensation/ penalty/ recovery, BHEL will not be required to prove that they have incurred such amount as actual damage.

BHEL reserve the right to complete the job through other resource on account of and at the risk & cost of Successful bidder without notice to Successful bidder of the work not so executed, without cancelling the order/ contract in respect of the work not yet due for completion.

BHEL reserve the right to cancel the order/ contract or a portion thereof for the work not so completed at the risk & cost of The successful bidder and The successful bidder shall be liable to BHEL for any excess costs thereof.

The successful bidder shall continue with performance of the order/ contract under all circumstances, to the extent not cancelled.

Where action is taken as per above, The successful bidder shall be liable for any loss, which BHEL may sustain on that account. The successful bidder shall not be entitled to any gain on such action and the manner & the method of such purchase shall be at the discretion of BHEL. It shall not be obligatory on the part of BHEL to serve a notice of such completion, through other resource, on successful bidder.

In case of LD recovery, the applicable GST shall also be recovered from vendor/Contractor/ suppliers.

SECTION – II

GENERAL TERMS & CONDITIONS OF THE CONTRACT



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2.1 Definition :

The following terms and expressions shall have the meaning hereby assigned to them except where they context otherwise requires :

- 2.1.1 'BHEL' (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act., 1956, with its Registered Office at BHEL House, SIRI FORT, NEW DELHI-110049, Power Sector, Eastern Region, Service After Sales – Services, DJ-9/1, Salt Lake, Kolkata – 700091 or its Administrative officers or its site Engineer or the employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 2.1.2 "GENERAL MANAGER"/"DEPUTY IN CHARGE" shall mean the Officer in Administrative charge of BHEL, PS-ER, SAS – Services, Kolkata or their other regional offices.
- 2.1.3 "ENGINEER" or "ENGINEER IN CHARGE" shall mean Engineer deputed by BHEL. The terms includes "SITE ENGINEER", "RESIDENT ENGINEER" and "ASSISTANT SITE ENGINEER" of BHEL at the site as well s 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 overhauled 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/services.
- 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 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement or work order, the accepted appendices of rates, schedule of quantities, if any and general condition of contract, the special conditioning of contract instructions of the tenderers, the drawings, the specifications, the special specification, if any, the tender specifications, the special specification, 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 the agreement.
- 2.1.8 "GENERAL CONDITIONS OF CONTRACT" shall mean the instructions to tenderers and general conditions of contract pertaining to the work detailed.
- 2.1.9 "TENDER SPECIFICATION" shall mean the "Specific Conditions, technical specifications, appendices, site information and drawings, "pertaining to the work for which the tenderers are required to submit their offer. Also this will include the specifications detailed in NIT of client of BHEL for overhauling, 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 conditions of contract (2.1.8) and tender specification (2.1.9)



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- 2.1.11 "LETTER OF INTENT" shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 2.1.12 "COMPLETION TIME" shall mean the period by date specified in the acceptance of tender for handing over the overhauled equipment/plant which are found acceptable by the engineer being of required standard and conforming to the specification of the contract or recommissioning of the machine successfully whichever is later. Completion time will be reckoned from the date of LOI with the period for mobilisation as prided with LOI, added to the same.
- 2.1.13 "PLANT" shall mean and cannot the entire assembly of the plant and equipments covered by the contract.
- 2.1.14 "EQUIPMENT" shall mean all equipments, machineries, materials, structurals, electricals and other components of the plant covered by the contract.
- 2.1.15 "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality workmanship, performance and efficiency of the contract 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 consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, overhauling erection, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- 2.1.18 "SINGULAR AND PLURAL ETC" words carrying singular number shall also include plural and vice versa, where the context so requires, 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 Leadings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in interpretation or construction thereof or of the contract.
- 2.1.20 "MONTH" shall mean calender month.
- 2.1.21 "WRITING" 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 governing 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 respective of this contract.

2.3 Issue of Notice :



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The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorised 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 authorised agent or left at or posted to the address either of the contractor or of his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of past or on which they were so delivered or/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 work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay. For computing the scheduled completion date, commencement, of work will be reckoned from the date of complete mobilisation as per LOI, unless specifically amended by Head (Services), BHEL, Kolkata.

2.5.2 If the successful tenderer fails to start the work within the stipulated time, BHEL as its 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 other rights and remedies in this regard.

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

2.5.4 The erected overhauled 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 and measurement of the work completed.

2.6.1 "All payment due to the contractor shall be paid only by Account payee Cheques"

2.6.2 The contractor shall present his bill on the format prescribed by BHEL for every payment. After verification of such bills by BHEL, all items having financial value shall be entered and certified in BHEL Measurement Book by BHEL Engineer and the bills prepared based on the same and connected technical documents which form part of this tender specification.

2.6.3 Lumpsum omission will be entered for deduction. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this Contract.

2.6.4 Work which is to be measured in details shall be measured as per standard procedure without reference to any local procedures without reference to any local procedures excepting where it is otherwise stated in the tender documents. The measurement shall be taken jointly by person duly authorised on the part of BHEL and by the contractor.

2.6.5 If, at any time due to reason whatsoever, it becomes necessary to remeasure the work done in full or in part, the expenses towards such remeasurement shall be borne by



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the contractor.

2.6.6.1 The contractor shall bear the expenditure involved, if any, in making the measurement. The Contractor shall, without extra charges, provide all the assistance with appliances with appliance and other things necessary for measurement.

2.6.7 The measurement entered in the Measurement Books and the bills prepared shall be signed and dated by both the contracting parties.

2.6.8 The Contractor will be intimated in writing by the site Engineer, the proposed date of measurement. If the contractor, representative fails to participate in the joint measurement, the BHEL engineer shall have the power to proceed by himself to take measurement in which case the measurement shall be accepted by the contractor as final.

2.6.9 Passing of measurement as per bills does not amount to acceptance of the completion of work mentioned. Any left out work has to be completed if pointed out at a later dated by BHEL.

2.7 Right of BHEL :

BHEL reserves the following rights in respect of contract without entitling the contractor for any compensation.

2.7.1 To get the work done through other agency at the risk and cost of the contractors poor progress, or inability to progress the work for completion as stipulated in contract, poor quality of the work etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from security deposit other use.

2.7.2 To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work 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 the date of completion due to other emergency reasons / BHEL's obligation to its customer.

2.7.3 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 in the events of :

2.7.3.1 Contractor's continued poor progress brought to his notice from time to time .

2.7.3.2 With draws from or abandonment of the work before completion of work.

2.7.3.3 Corrupt act of Contractor.



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2.7.3.4 Insolvency of the Contractor.

2.7.3.5 Persistent disregard to the instruction in writing of BHEL.

2.7.3.6 Assignment, transfer, sub-letting of the contract without BHEL's written permission.

2.7.3.7 Non fulfilment of any contractual obligations :

Any delay in works for reasons attributable to the contractor will have to be compensated by either increasing manpower and resources or by working extra hours and more than one shift without any extra cost.

2.7.4 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.

2.7.4.1 The term 'any other contract' will also include any contract entered with the contractor by any other unit division of BHEL, in addition to the ones awarded by BHEL, PSER, Kolkata.

2.7.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in completion, on termination of contract, to impose penalty for delay in completion of the work, at the rate of 0.5% (half percent) of the Contract value per day of delay or part thereof subject to a ceiling of 10% of the contract value.

2.7.6 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customers are terminated for any reason.

2.7.7 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 any body, due to contractor's failure to fulfil any of his obligations.

2.7.8 While every endeavour will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled to any compensation / extra payment on this account.

2.7.9 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 :

The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes and execution of job etc.

2.8.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

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

2.8.3 The contractor shall comply with all state and central Laws, Statutory Rules, Regulations etc., such as :

The payment of wages Act, Minimum Wage Act, Workmen compensation Act, Employers Liability Act, Industrial Disputes Act, Employees Provident Fund Scheme,



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Employees 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 Governing Body, Police and other relevant authorities all such notices as may be required by law.

- 2.8.4 The Contractor shall pay all taxes, fees, licence charges, deposits duties, tools, royalty, commission or other charges which may be leviable on account of any of his operations in executing the contract. In case, BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.
- 2.8.5 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 of same and satisfactory execution of the contract.
- 2.8.6 The contractor shall fulfil all his obligation in respect of accommodation including proper medical facilities for the personnel employed by him.
- 2.8.7 The contractor shall be responsible for the proper behaviour at site and observance of all regulations by the staff employed by him.
- 2.8.8 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damages is caused, it is the responsibility of the contractor to make the losses or compensate for the same.
- 2.8.9 All the properties / equipments / 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 notified within 48 hours to the contrary. The Contractor shall return them in good conditions 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 Engineer, will be recovered from the contractor.
- 2.8.10 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 / possibility BHEL's customers' handling equipment and other plants may be made available to the contractor on payment of the hire charges / free of charges as fixed, subject to the condition 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.
- 2.8.11 The contractor shall not claim any compensation of the scope of the work, due to changes in design which curtails quantum.
- 2.8.12 The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / overhauling / performing work under the contract.



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- 2.8.13 In case the contractor is required to undertake any major work outside the scope of this contract the rates payable shall be decided by BHEL Resident Engineer.
- 2.8.14 The contractor shall keep the area of work clean and shall remove debris etc., while executing day to day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places to be specified by the BHEL Engineer. The contractor will also demolish all hutments, sheds, partitions, offices, constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be removed by the BHEL. The expenses thereof will be recovered from contractor.
- 2.8.15 The contractor shall arrange and co-ordinate his work in such a manner as to cause no inconvenience to other agencies working in the area.
- 2.8.16 All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment / material and 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 precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and atmospheric conditions. Suitable number of electrical staff, watch and ward, store keepers to take care of the equipment, materials and construction tools and tackles, shall be posted at site by the contractor till completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc, as per prescribed standards and practices.
- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to workers and duly signed by the contractor's representative should be furnished to BHEL site office for record purpose. BHEL site In-charge may be intimated the date of disbursement of wages to the workmen engaged for the work, so that his representative can witness the same.
- 2.8.18 The intent of specification, is to provide services according to most modern and proven techniques and codes. The omission of specific reference to any method, requirement or material necessary for the proper and efficient performance of work shall not relieve the contractor of the responsibility of providing such facilities to complete the work.
- 2.8.19 In case of any clause 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 BHEL Engineer.
- 2.8.20 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.
- 2.8.21 The details drawings, specifications, instructions 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.
- 2.8.22 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



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commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.

- 2.8.23 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 of any type.
- 2.8.24 No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.
- 2.8.25 It is possible that some repair/rectification, modification may be needed on the equipments to be overhauled / work to be performed under this specification, for reasons not attributions 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 charger shall be paid to contractor.
- 2.8.26 The quality and progress of work will be regularly reviewed. The schedule and progress of work will be given to the contractor in advance and it will be the obligation / responsibility 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. Workmen found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.
- 2.8.27 During the overhauling work under the contract it is very essential that proper and adequate inspection should made constantly to maintain the quality or workmanship so that any deviation from design dimension does not exceed permissible limits. The proper functioning 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 a short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the sub-assemblies BHEL Engineer may be consulted.
- 2.8.28 The contractor shall be furnish fortnightly labour report showing by classification of number of employees engaged in various categories or work date wise and submit a progress report of wok as required by BHEL Engineer.
- 2.8.29 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 conform to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineers.
- 2.8.30 The contractor shall take all responsible 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 the contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notice shall be displayed where access to any part may be deemed to be unsafe and hazardous.
- 2.8.31 It will be the responsibility of the contractor to ensure safe lifting of the equipments taking due precautions to avoid any accidents and damage to other equipments and personnel.
- 2.9 Consequence of cancellation :



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Whenever BHEL exercises its authority to terminate the contract/withdrew 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 from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

2.9.1 In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor 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 insuring the materials / properties of BHEL/customer covering risks during transit, storage, overhauling, erection and commissioning.

2.10.2 It is the sole responsibility of the contractor to Insure his workman 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 regulations of the client / BHEL in the area of project which are in force from time to time, will have to be followed by the contractor.

2.10.3 If due to negligence and /or non-observations of safety and other precautions, any accident / injury occurs to any other person/public, the Contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. Third party insurance coverage is to be made by the contractor.

2.10.4 If due to contractor's carelessness, negligence or non-observance of safety precautions 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.

2.11 Strikes & Lockouts :

The contractor will be fully responsible for all the disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the lockout declared is not settled within a period of one week BHEL shall have the right to get the work executed employing the 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 clause 2.7. For all purposes whatsoever, the employees 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 :



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Acts of God, Acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earthquake and epidemic and other similar causes over which the contractor has no control.

2.12.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Contractor shall be extended by a period of time equal to 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 the contractor shall not be eligible for any compensation.

2.13 Performance Guarantee :

Even though the work will be carried out under supervision of BHEL Engineers. The contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period of six months from the date of re-commissioning of the set after the capital overhaul. The guarantee should cover all defects notified during this period and shall have to be attended to free of cost immediately or at the time our clients are able to give shut down of the set for the required period. when necessary. In case of failure of contractor to attend to such defects as and when required in time, BHEL shall arrange to attend the defects and the charges shall be levied to contractor's account and shall be recoverable from the security deposit / progressive payments.

2.13. Arbitration :

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decisions of the Engineer or of any other person is by the contract expressed to be final and conclusive, shall, after written notice by either party to the contract to other party be referred to sole arbitration of General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration Act, 1996.

The parties to the contract understand and agree that if will be no objection that the General Manager or the person nominated as arbitrator, had earlier in his official capacity to deal directly or indirectly with the matters of which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute of difference. The award of the arbitrator shall be final and binding on the parties to this contract.

In the event of the arbitrator dying, neglecting or refusing to act or resigning 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 the outgoing arbitrator in the matter aforesaid.

The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.

Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the arbitrator at his discretion may determine.



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**SECTION – III
SPECIAL CONDITIONS OR CONTRACT**

3.1 Quantum of Work :

3.1.1 The scope of work given in the tender specification is only approximate and is liable to variation and alternation at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by BHEL Engineer as the variation forming major additions to the original scope of work. All repair / rectification work arising out of normal wear and tear, seizure of parts etc. have to be done by the contractor and the same will be covered by the scope of work of the contract.

3.1.2 The scope of work details out the major activities only. However, as per the general maintenance requirement and site condition, certain related activities may have to be carried out without any extra cost.

3.2 Commencement and completion of work :

3.2.1 The starting time and completion time is the essence of the of the tender. As the time bound programme is firmly committed to customer, the starting time and completion time should be strictly adhered to. It will be not be possible to grant extension in completion time except in extraordinary circumstance, which will be decided entirely at the discretion of BHEL Resident Engineer. Work should normally be carried out in two shifts and sometimes also in three shifts in consultation with BHEL Resident Engineer.

A detailed programme of the various activities covered under this contract with specific time period to fall in the overall frame work of the above dates should be prepared and got approved by BHEL Resident Engineer. The progress against this programme shall be reviewed with BHEL Resident Engineer at the end of each day and critical areas identified and suitable steps taken in time.

If during the review, at any stage of overhauling, BHEL Resident Engineer feels that the delays are not likely to be made up, BHEL reserves the right to take corrective steps as considered necessary by BHEL Resident Engineer to complete work in scheduled time and debit the cost incurred thereon to the contractor. This does not however absolve the contractor of his own efforts in consultation with BHEL Resident Engineer. Every endeavour will be made to see that work proceeds uninterruptedly.

3.2.2 The tenderers should indicate the time required for starting the work once the letter of intent is issued and the time required for completion. The work may have to commence immediately after opening of the tenders. Hence, preference may be given to those tenderers who can commence the work earlier, and also ensure early completion.

3.2.3 The Contractor shall ensure completion of the job in all respects within the day from the date of commencement of work as given in contract.



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3.3 Penalty for delay :

3.3.1 AS PER TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC)

3.4 Terms of Payment:

AS PER TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC)

3.5 Delivery and completion:

AS PER TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC)

3.8 Responsibilities of the contractor :

3.9 Supervisory staff and labour :

The contractor shall employ, specially skilled labour, supervisor and engineers thoroughly conversant with particular type of work to ensure quality work. BHEL reserves the right to decide on the suitability of the workers and other staff employed by the contractor. BHEL reserves the right to insist on removal of any employees of the contractor at any time if they find him unsuitable and the contractor should forthwith remove him.

3.9 Safety and Accident Coverage

Contractor shall ensure safety of all his employees at site of work. All employees shall be covered by insurance (workmen compensation) against accident, failing which proper action will be taken against the contractor.

Contractor shall ensure proper safety of the equipments under overhauling by deputing personnel to guard the equipments round the clock. Open oil spaces, steam spaces shall be covered properly against ingress of foreign materials while working.

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MAN, EQUIPMENT, MATERIAL AND ENVIRONMENT

3.8.3.1 Before commencing the work, contractor shall submit a 'SAFETY PLAN" to the authorised BHEL official. 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. The plan shall take care to satisfy all requirements specified here under. The contractor shall submit safety plan along with his offer. During negotiations before placing or work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety Plan. Contractor shall abide by BHEL decision in this respect.

3.8.3.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or it's authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

3.8.3.3 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials :



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- a. Safety Helmets conforming to IS-2925 : 1984
- b. Safety Belts conforming to IS – 3521 : 1983
- c. Safety shoes conforming to IS-1989 : 1978
- d. Eye & Face Protection devices conforming to IS-8520 : 1987 and IS-8940 : 1978
- e. Hand & body protection devices conforming to :
IS – 2573 : 1975
IS – 6994 : 1973
IS – 8807 : 1973
IS – 8513 : 1977

- 3.8.3.4 All tools tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.
- 3.8.3.5 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act & Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliance including portable electrical tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed..
- 3.8.3.6 The contractor shall not use any hand – lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source not more than 24 volts.
- 3.8.3.7 The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction Sites’ issued by the safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorised BHEL official. A copy of the above referred “Code for Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.
- 3.8.3.8 Where it become necessary to provide and / or store petroleum products, explosives, chemicals, and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum & Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India, etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- 3.8.3.9 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 3.8.3.10 The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor’s or agency’s Cost of damage if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.



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- 3.8.3.11 In case of a fatal or disabling injury, accident to any person at construction site due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 3.8.3.12 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
- 3.8.3.13 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 3.8.3.14 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take 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.
- 3.8.3.15 The contractor shall submit report of the accidents, fires and property damage, dangerous occurrences, to the authorised 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 authorised BHEL official from time to time as prescribed.
- 3.8.3.16 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 3.8.3.17 If safety record of the contractor in execution of the awarded job is to the satisfaction of safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the jobs.
- 3.9 House keeping and preservation :
- 3.9 Work floor/area shall be cleaned every day and be kept absolutely clean. A regular cleaning gang may be engaged for the purpose.

All dismantled components of the equipments under overhauling should be tag marked and stored properly according to type of components, namely all loose/small parts shall be kept in boxes bearing and matching components shall be kept on wooden planks. A list of such components shall be maintained to identify / locate be preserved properly against probable damages.



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No floor shall be damaged while working and necessary steps shall be taken by the contractor for repair in case of any damage.

3.9 Tools stores and Consumables :

Tools & tackles, other than special tools and tackles supplied along with the equipments, shall be arranged and kept properly by the contractor. A register must be maintained and updated regularly.

All consumables, other than those going permanently into the equipment, shall be stored by the contractor for daily use. Regular check shall be made at end of each day's work and exhausted consumables shall be replenished immediately.

The store may be visited by BHEL Engineers without notice for verification.

3.9 The contractor shall make all necessary arrangement to receive spares from BHEL/Customer's stores , as and when required. The unused and scrap materials shall be returned to BHEL / Customer's stores on completion of the work.

A detailed account shall be submitted by the contractor to this effect at the end of the work certifying no dues remained against them duly signed by Resident Engineer BHEL/Customer.

3.9 General :

3.9.1 Standard printed conditions if enclosed with the offer by the tenderers will not be accepted and only those in main body of the offer will be considered for acceptance.

3.9.2 The tenders are likely to be rejected if the tendered is not acceptable to the ultimate customer.

3.9.3 It will be the responsibility of the contractor to carry out trial run of all the equipments overhauled and confirm the satisfactory operation of equipment. The contractor's personnel shall also be present at time of final commissioning and attend to any defects that shall occur during this time.

SCC-REV-00

Special Conditions of the Contract Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile on optical fiber cable or copper cable or RF on rental basis for a period of 2 years



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

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - I : General Intent of Specifications

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

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

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - III : General Technical Requirements (Codes and Standards)

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

4.0	OBLIGATIONS OF CONTRACTOR
4.1	CONSUMABLES & OTHER ITEMS
4.1.1	The contractor shall provide within finally accepted price / rates, all consumables (excepting those indicated in BHEL scope) like welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder) gases (inert, welding, cutting), soldering material, dye penetrants, radiography films, etc. Other erection consumables such as tapes, jointing compound, grease mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are to be provided by the contractor. Steel, packers, shims, wooden planks, scaffolding materials hardware items etc required for temporary works such as supports, scaffoldings are to be arranged by the contractor. Sealing compounds, gaskets, gland packing, wooden/concrete sleepers, for temporary work, required for completion of work except those which are specifically supplied by manufacturing unit are also to be arranged by the contractor.
4.1.2	All the shims, gaskets and packing, which go finally as part of plant equipment, shall be supplied by BHEL free of cost.
4.1.3	It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
4.1.4	<u>TIG Filler wire for Boiler and Filler wires for Electrodes for P91/T91 piping:</u> These shall be supplied by BHEL free of cost as supplied by BHEL Manufacturing Units as part of regular supply. Required quantity as arrived at by calculation / standards will only be supplied. It would be the contractors' responsibility to account for the consumption of these filler wires. Additional consumption beyond standard / calculated quantity will be at cost recovery basis only unless and otherwise accounted for. Surplus quantity of TIG filler wire, if any, shall be properly stored and returned to BHEL stores.
4.1.5	It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc before procurement of welding electrodes. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number, date of expiry etc and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. No electrode without a valid test certificate will to be used.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

4.1.6	BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.
4.1.7	Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.
4.1.8	In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time. Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.
4.1.9	All lubricants and chemicals required for pre-commissioning, commissioning, testing, preservation and lubricants for trial runs of the equipment shall be supplied by BHEL / BHEL's client. All services including labour and T&P will be provided by the contractor for handling, filling, emptying, refilling etc. The consumption of lubricants / chemicals shall be properly accounted for. Surplus material if any shall be properly stacked/tagged and returned to BHEL/ CUSTOMER stores at no extra cost to BHEL. BHEL reserves the right to recover costs for wastage by the contractor.
4.1.10	Transportation of oil drums, from stores, filling of oil for flushing, first filling, subsequent changeover if any, topping/making up till the unit is fully commissioned and handed over to customer is included in scope of this contract. The contractor shall have to return all the empty drums to BHEL / BHEL's client store at no extra cost. Any loss / damage to above drums shall be to contractor's account.
4.1.11	All charges on account of Octroi, terminal or sales tax and other duties on materials obtained from any source for carrying out the works in the scope of the contractor shall be borne by the contractor.
4.2	TOOLS AND PLANTS / MEASURING AND MONITORING EQUIPMENT (MMEs)
4.2.1	T&Ps and MMEs to be provided by Contractor
4.2.1.1	All T&Ps and MMEs excepting those specifically indicated in BHEL scope are to be provided by the Contractor. Contractor has to make his own arrangement at his cost for completing the formalities (including arrangement of Road permits, if any) if required with Sales Tax/VAT authorities, for bringing their materials, plants and equipments at site for the execution of work under this contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter - IV : Obligations of Contractor

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

	amend / alter his activities to meet erection / commissioning targets in consultation with BHEL.
4.2.2.4	void
4.2.2.5	The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill / performance will be checked by BHEL Engineer before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.
4.2.2.6	<p>The day to day operation and maintenance of BHEL's T&Ps (Other than cranes) shall be carried out by contractor as per manufacturer's / BHEL's maintenance schedule at his cost. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. BHEL shall arrange all spares needed for upkeep of major T&Ps provided like Huck Bolting Machine* DG Set, Induction Machine and Hydraulic Test pumps. The contractor has to arrange for fixing of the spares; supervision in specialized cases will be provided by BHEL. For upkeep of all other T&Ps supplied by BHEL, spares shall be arranged by the Contractor. BHEL supplied T&Ps shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps. These shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor, BHEL at its own discretion shall get the servicing / repair of equipment done at the risk and cost of the contractor along with BHEL overheads. Further, if there are breakdowns / damages due to negligence of the contractor the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.</p> <p>*: for operation and maintenance of ESP Huck bolting machine, BHEL shall provide the basic power rig and hose. Balance toolings ie Guns, chuck jaws etc are to be arranged by contractor.</p>
4.2.2.7	void
4.2.2.8	Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost including restoration to a state as directed by BHEL. All necessary manpower tools, support, consumables illumination etc. will have to be arranged by contractor at his cost. If required,

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter - IV : Obligations of Contractor

	of non-availability of cranes.
g)	Where the services of the cranes provided by BHEL are to be shared by other agencies/ contractors of BHEL, the contractor's responsibilities defined above will also be apportioned accordingly to the beneficiary agency. Working arrangements in this regard will be done at site by BHEL engineer and in any case his decision shall be final and binding.
h)	Major breakdowns will be attended to by BHEL. However, in case of breakdowns or damages due to negligence of the contractor, the complete service/repair charges including cost of spares shall be to the account of the contractor, along with BHEL overheads.
4.2.2.17	Obligations in respect of Construction Lift/Elevators provided by BHEL
a)	The total erection including commissioning, maintenance, statutory clearances shall be included in scope of work. Supervision by the original equipment supplier or their authorized agency shall be arranged for by BHEL, in case found necessary.
b)	All day to day and routine maintenance and checking is to be carried out by the contractor as per the recommendations of the supplier. He should periodically check the brakes and carry out the all works to ensure the safety of all those using the lift/elevator. BHEL shall arrange spares required for upkeep of Construction lift/elevator
c)	The construction lift/elevator should never be overloaded as this can lead to serious accidents. Ensuring all safety aspects in operation of the lift shall be the responsibility of the contractor. Erection of all the required number of landing platforms is included in scope. Landing platforms are to be provided with proper barricades and hand railings.
d)	After completion of contractual scope of work or as per BHEL advice, the temporary elevator/lift shall be dismantled and handed over to BHEL neatly identified/tagged. Temporary structures/platforms etc erected for the elevators/lifts are also to be dismantled and materials to be returned to stores as applicable. The construction and dismantling of the foundations required for the construction/elevator lifts is included in the scope of the contractor.

SPECIAL CONDITIONS OF CONTRACT (SCC)
**Chapter – V : Responsibilities of Contractor in respect of Labour,
Supervisory Staff, etc.**

5.0	RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	The Contractor in the event of engaging 10 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer.

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – V : Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

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

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SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VI: Material Handling, Storage & preservation

6.2.4

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VII: Drawings and documents

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

	BHEL Engineer's instructions, arranging materials for ground inspection, taking rub outs for the pressure parts to be offered for inspection, submitting co-related inspection reports, documents, radiographs etc and following up the matter with them. Contractor shall also make all arrangements for offering the Products / Systems for inspection at location, as applicable, to the concerned authority.
8.3.2	Contractor should be qualified to execute pressure parts & piping work coming under the purview of IBR, for which he should register himself with CIB of state concerned. contractor also should be aware of the latest IBR regulations and Electricity Act, including the amendments thereof.
8.3.3	Contractor shall comply with 'Qualification Tests for welders engaged in welding of Boilers and Steam Pipes under Construction, Erection and Fabrication at Site in India and in repairing Boilers and steam pipes by welding in line with Chapter XIII of Indian Boiler Regulations-1950, for testing his welders / men / workers, including all associated fees, procedures, required instruments and equipments and their calibration there of. It shall be contractor's responsibility to obtain approval of Statutory Authorities wherever applicable, for the conducting of any work which comes under the purview of these authorities, at his cost.
8.3.4	The following fees shall be excluded from scope of Contractor: 1. Registration Fee as per Regulation 385 of Chapter IX of Indian Boiler Regulations-1950 2. Fees for inspection of Boiler at the site of Construction as per Regulation 395 A, sl no 4 of Chapter IX of Indian Boiler Regulations-1950 However all other fees like visit fees charged by the Boiler Inspector and other arrangements for his visit or visits till satisfactory completion of work, shall be included in scope of Contractor
8.4	The Quality Management System of BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been certified and accredited under ISO 9002 standards in this regard. The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms identify the non-conforming product/ procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

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

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter-XI : Performance Monitoring

11.0	Performance Monitoring									
11.1	Performance of the contractor is monitored through various reports/reviews and shall be jointly evaluated every quarter as per prescribed formats. Based on the net weighted score obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'									
11.2	Annual performance (Financial Year wise) and Over all Performance (for the Contract) shall be based on the averages of Quarterly net weighted scores.									
11.3	<p>In case Annual/Quarterly performance is found 'Unsatisfactory', BHEL reserves the right to put on hold such Contractors as given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl No</th> <th style="width: 50%;">Performance status</th> <th style="width: 40%;">Type of suspension</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)</td> <td>Hold for a period of six months for similar Work</td> </tr> <tr> <td style="text-align: center;">2</td> <td>'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall Performances, for 2 or more Works/Contracts being executed by the Contractor in the Region</td> <td>Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.</td> </tr> </tbody> </table> <p>Note: If there is any conflict between the "Overall" performance and the latest "Annual" performance, then the 'Overall' performance shall prevail. However, BHEL reserves the right on the decision of 'Hold', in case of consistent 'Annual' improvement notwithstanding the vendors 'Overall' performance being unsatisfactory.</p>	Sl No	Performance status	Type of suspension	1	'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)	Hold for a period of six months for similar Work	2	'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall Performances, for 2 or more Works/Contracts being executed by the Contractor in the Region	Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.
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