

TENDER

NIT No.: ESH/RHP/RGMO GOV/T-01

FOR

Replacement of existing governor with new microprocessor based digital governor of 4 no units at 4 x 12.75 MW RHP WBSEDCL, RAMMAM stage-II, DIST DARJEELING(WB)



EXTERNAL SERVICES HYDRO

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BHOPAL - 462 022 (M.P)



External Services Hydro, BHEL Bhopal

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NOTICE INVITING TENDER

NIT No.: ESH/RHP/RGMO GOV/T-01

External Services Hydro Group , BHEL, Bhopal invites sealed bid in two part (Part-I: Techno-commercial Bid; Part-II: Price Bid) for following work from experienced and financially sound bidder who fulfill the qualifying criteria contained in the tender document:

Name of work	Replacement of existing governor with new microprocessor based digital Governors of 4 no units at 4 x 12.75 MW RHP WBSEDCL, Rammam, WB
Earnest Money	Rs. 81367
Tender cost	Rs. 2000 plus GST as per actual in the form of EFT (electronic fund transfer) receipt to be enclosed with techno-commercial bid. Visit www.bhelbpl.co.in
Last Date & time for selling of tender	14.08.2019 up to 1600 Hrs
Due date & time of bid submission	On or before 16.08.2019, 11:00 Hrs
Due date & time of bid opening	16.08.2019, 15:00 Hrs onward
Venue for submission & opening of tender	Tender Room (Green Box), Ground Floor, Administrative Building BHEL, Piplani, Bhopal - 462022

NOTE:

1. For details, refer tender documents.
2. BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
3. For LD Clause refer tender documents.

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External Services Hydro, BHEL Bhopal

PART – I
TECHNICAL BID

INSTRUCTIONS TO TENDERERS

Part-1 Technical Bid : Instruction to Tenderers

1.0 The bid is invited in two parts viz. Part-I: Techno-commercial Bid and Part-II: Price Bid.**1.1 Part-I (Techno-commercial) Bid :** Techno-commercial bid should contain documents in the same order as listed below:

- 1.1.1 Covering letter as per Annexure "A"
- 1.1.2 Check List as per Annexure "B"
- 1.1.3 EFT receipt of Tender Fee
- 1.1.4 EFT receipt of EMD
- 1.1.5 No deviation certificate- Technical-ANNEXURE-H
- 1.1.6 No deviation certificate- Commercial-ANNEXURE-I
- 1.1.7 Certificate conforming knowledge about site conditions – ANNEXURE - J
- 1.1.8 This bid document should have , each page numbered, signed and stamped with all tables/Declaration forms/information sheets (Annexure A to Annexure J) duly filled in legible writing
- 1.1.9 Copy of work orders and completion certificates in support of past relevant work experience and other relevant documents as per requirement of clause 3.1 to 3.3 of Special Conditions of this tender document
- 1.1.10 Copy of duly audited balance sheet and Profit & Loss A/c of past three years ending 31st Mar 2019.
- 1.1.11 Banker's certificate to prove bidder's financial strength to undertake the work duly indicating the financial limits the bidder enjoys.
- 1.1.12 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender
- 1.1.13 Type of Firm with supporting documents
- 1.1.13.1 **IN CASE OF AN INDIVIDUAL:** His full name, experience, address and nature of business.
- 1.1.13.2 **IN CASE OF PARTNERSHIP FIRMS:** The names of all the partners with addresses and their experience. A copy of the partnership deed/ Instrument of Partnership duly certified by a Notary Public shall be enclosed.
- 1.1.13.3 **IN CASE OF COMPANIES:** Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
- 1.1.14 Human Resource totally available with the bidder with organisation structure.
- 1.1.15 Tools & Tackles totally available with the bidder.
- 1.1.16 Photocopy of PAN card in which PAN is readable.
- 1.1.17 Copy of GSTIN, if applicable.

Note:

- (i) **Any deviation written elsewhere in the offer other than that in the document specified at sl. no. 1.1.5 & 1.1.6 shall be treated as unread and shall not be considered for any purpose.**
 - (ii) **The bidder should not give their price offer in Techno-commercial Bid. The techno-commercial bid containing price offer shall be rejected.**
- 1.2 Part-II (Price) Bid:** Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered.

- 1.3 Part-I and Part-II Bids should be put in separately sealed envelopes and each envelopes must be marked clearly as Techno-commercial Bid or Price Bid as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information :**



External Services Hydro, BHEL Bhopal

Part-1 Technical Bid : Instruction to Tenderers

1. **NIT No. & Title of Work**
2. **Bid Opening date & time**
3. **Address/Venue of Bid Submission**
4. **Bidder's Name & Address**

- 2.0 The address / venue for bid submission is as follows:-
**Tender Room(Green Box),
Gr. Floor, Administrative Building
BHEL, Piplani, Bhopal-462022**
- 3.0 **The bidder has to ensure that the tender is submitted on or before the time & date specified in NIT & should be dropped in the tender box (Green Colour) available in tender room at Ground Floor, Administrative Building.**
- 4.0 **TENDERS RECEIVED AFTER 11.00 HRS. ON THE BID SUBMISSION DUE DATE WILL BE TREATED AS LATE TENDER AND THE SAME SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCE.**
- 5.0 Opening of tender will start at 15.00 Hrs. and only techno-commercial bid (Part-I) shall be opened on the date of opening.
- 6.0 Price bids (Part-II) will be opened for only those bidders who are found qualified after scrutiny and evaluation of techno-commercial offer.
- 7.0 The representative of the bidder should have authority letter from their principal / company for witnessing the tender opening.
- 8.0 The tenderer shall closely peruse all the clauses, specifications and drawings if any, indicated in the Tender Documents before quoting. The offers should be strictly in accordance with the tender specifications & General Instructions to the tenderer. **Any pre-tender clarifications should reach us at least 7 days before the due date of opening for techno-commercial bid, after which it will be assumed that the bidder have accepted the subject tender in totality. No deviation w.r.t. terms & conditions of the tender shall be acceptable.**
- 9.0 If there are varying or conflicting provisions made in any of the documents forming part of the tender, the accepting authority shall be deciding authority with regard to the intention of the document.
- 10.0 Before submission of the bid, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. and furnish the certificate as per enclosed Annexure "J". No claim will be entertained later on the grounds of lack of knowledge of site conditions..
- 11.0 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. **Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE TECHNO-COMMERCIAL OFFER by the tenderer in token of complete acceptance thereof.** The information furnished shall be complete in itself.
- 12.0 The tenderer shall quote the rates in figures (international numerals to be used) as well as in words (English language to be used). If upon checking, differences are found between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:
- (a) In the event of a discrepancy between rates quoted in words and figures by tenderer, the rate quoted in words shall be taken as correct.



Part-1 Technical Bid : Instruction to Tenderers

- (b) In the event of an error occurring in the amount column of Schedule of Quantities because of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

13.0 In case of repetition of some items in different sections, the lowest rate quoted by the Contractor for such item of work in any section / sub-head of schedule of quantities shall be considered as the quoted rate for the item in all the different section/sub-head for payment.

14.0 All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to rejection. The tenderer shall duly attest all cancellations and insertions.

15.0 Only tenderer who have previous experience in the work of the nature & description detailed in this tender specification are expected to quote for this work. Offer from tenderer who does not have a proven and established experience in the field is unlikely to be considered.

16.0 The tenderer shall give full information w.r.t. following in accordance with Check List at Annexure 'B' -

- 16.1 Permanent Account Number as allotted by the Income Tax Department.
- 16.2 GST Registration Number, if applicable
- 16.3 Financial viability as per proforma enclosed as per Annexure - 'C'.
- 16.4 A statement giving particulars of the various services rendered / in progress for similar works by the tenderers indicating the particulars & value of each work, site location, duration, date of completion as per Annexure -'D'.
- 16.5 The human resource/manpower that are totally available with him, & that will be employed by the tenderer for this work in the form of month-wise & category-wise deployment plan duly indicating the no. of Engineers, Supervisors, skilled & unskilled workers etc. as per proforma at Annexure -'E'.
- 16.6 A list of Tools & Tackles that the tenderer is having & those which will be deployed on this job as per proforma as per Annexure-'F'.
- 16.7 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.
- 16.8 Declaration sheet as per proforma at Annexure - 'G'.

Note: All the data required to be enclosed with the tender as per the requirements of this section need to be furnished neatly typed, signed and stamped in the given formats only & wherever necessary documentary proof needs to be enclosed. In the absence of the above information, the tender may be considered as incomplete and may lead to rejection.

17.0 The offer shall be kept open for acceptance for a **period of 03 (three) months** from the date of opening of techno-commercial offer. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderer. All expenses for attending such negotiations are to be borne by the tenderer.

18.0 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 to reject any or all the tenders.

19.0 The tenderers are required to quote for the complete scope of work with the lowest possible rate. The tenderers quoting for part of the work or incomplete in any respect are likely to be rejected. **The work tendered out is indivisible in nature and the same shall be awarded to a single party.**

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



External Services Hydro, BHEL Bhopal

Part-1 Technical Bid : Instruction to Tenderers

- 21.0** If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 22.0** BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 23.0** If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 24.0** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
- 25.0** Should a tenderer or, in the case of a firm or Company, its Partner(s) / major shareholder(s) / Director(s) have relation(s) employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer. Otherwise, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 26.0** BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
- 27.0** Offer of Tenderers black listed / under the process of black listing by any BHEL unit/ WBSEDCL shall not be considered. BHEL reserves the right to forfeit EMD and security deposit.



PART – I
TECHNICAL BID
General Terms and conditions

1.0 DEFINITIONS :-

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

- 1.1 'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.1 'CLIENT' or 'CUSTOMER'** shall mean the project authorities to whom BHEL is supplying the equipment & providing the services.
- 1.2 'CONTRACTOR'** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Terms & Conditions of the Contract, Special Conditions of the contract, Instructions to Tenderers, drawings, technical specifications, the special specifications, if any, & the Letter of Intent / acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.
- 1.4 'TENDER DOCUMENTS'** shall mean the NIT, Instructions to Tenderers, General Conditions of Contract, Special Conditions, Price Schedule, Technical Specifications and Special Specification if any.
- 1.5 'LETTER OF INTENT'** shall mean the intimation by a letter / telegram / fax to the tenderer that the tender has been accepted in accordance with provision contained in that letter. 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.
- 1.6 'COMPLETION TIME'** shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work / services stipulated in the work order to the satisfaction of the Engineer being of required standard and conforming to the specifications of the contract.
- 1.7 'PLANT'** shall mean and connote the entire assembly of the plant and equipment's covered by the Contract.
- 1.8 'EQUIPMENT'** shall mean all machinery, materials, structural, electrical and other components of the plant covered by the contract.
- 1.9 'TESTS'** shall mean and include such test or tests to be carried out by 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 contracted work or part thereof.
- 1.10 'APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL Engineer / Site Engineer / Project- in-charge/ Engineer-in-Charge.
- 1.11 'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done by the Contractor as specified in the Tender documents.
- 2.0 'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION'** The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.
- 3.0** The tenderer shall give an undertaking under the official secret Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him. The unsuccessful tenderer shall return all the drawings / documents given to them.



4.0 ISSUES OF NOTICE :

The Contractor shall furnish to the Engineer, the name designation and address of his authorized agent/ In-charge of Project and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent 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 post or at which they were so delivered or left.

5.0 MATERIALS HANDLING:

The contractor shall be responsible for making all necessary arrangement to loading, handling and transporting materials from BHEL's customer's store to work place in the power house and unloading similarly, unusable/old/damaged materials/items (after dismantling of the unit) are required to be stored in customer's store by the contractor. For transportation of material from store to power house and vice-versa, necessary transport has to be arranged by the contractor.

6.0 SUB-LETTING OF CONTRACT:

The contractor can not assign or sublet the complete contract or any substantial part of the contract there of to any other party/contractor/vendor. However, contractor may assign/sublet any unavoidable activity/work which has to be carried out by any external agency with express consent of BHEL. Assigning/subletting such activities to any external agency shall not relieve the contractor from any obligation, duty or responsibility under the contractor.

7.0 REJECTION OF BID DUE TO UNSATISFACTORY PERFORMANCE IN THE PAST :

The bid of the contractor may be rejected due to unsatisfactory performance in the past at any of the BHEL units or due to rejection of the contractor by the customer.

8.0 CONTRACT QUALITY ASSURANCE AND QUALITY PLAN :

The contractor shall submit a quality assurance program containing the quality management and procedures that are proposed to be followed in the performance of the works during various phases. The quality assurance programs to be followed for the execution of the contract will be mutually discussed and agreed.

Within an agreed scheduled period after the LOI, the contractor shall submit a quality plan, detailing out the specific quality control procedure to be adopted for controlling the quality characteristics relevant to major activities to be undertaken. BHEL/ Customer will approve the plan identifying the "customer hold points" for inspection. During the inspection, in case the materials are rejected, it shall be the responsibility of the contractor to furnish approved materials. The contractor shall be fully responsible for the proper execution of all quality plans and shall also perform all quality control activities, inspection and tests agreed with BHEL/ Customer to demonstrate full compliance with the specification requirements. BHEL/ Customer shall witness test/inspection etc as per the "customer hold points" indicated in the quality plans.

9.0 EARNEST MONEY:

Every tender must be accompanied by receipt of EFT for Earnest Money Deposit. Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.

- 9.1** The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.
- 9.2** In the case of unsuccessful tenderer, the Earnest Money will be refunded after finalization of the tender.
- 9.3** BHEL reserves the right of forfeiture of Earnest Money Deposit, in case the successful tenderer who:



- 9.3.1** After opening of tender revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
- 9.3.2** Fails to communicate unconditional acceptance of Letter of Intent within 15 days from the date of issue of letter of intent
- 9.3.3** Fails to submit 50% of the total security deposit before start of work.
- 9.3.4** Fails to start the work as may be indicated in the Letter of Intent
- 9.4** The EMD may be accepted only in the following forms:
- 9.4.1** Cash deposit as permissible under the extant income Tax Act (before tender opening)
- 9.4.2** Electronic Fund transfer credited in BHEL account (before tender opening).
- 9.4.3** Banker's cheque / pay order/ Demand draft, infavour of BHEL (along with offer)
- 9.4.4** Fixed deposit receipt (FDR) issued by scheduled banks/ public financial institutions as defined in the companies Act (FDR should be in the name of the contractor , a/c BHEL).

10.0 SECURITY DEPOSIT :

Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit, after adjusting the amount of Earnest Money duly deposited with the Tender, within the time specified in the letter of intent for satisfactory completion of work.

- 10.1 The total amount of Security Deposit will be 5% of the contract value.** EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

10.2 Modes of deposit:

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

1. Electronic Fund Transfer in favour of BHEL
2. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
3. 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)
4. 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).

- 10.3 Validity of the Bank Guarantee furnished towards Security Deposit under clause 10.1 e) above, should be valid up to the period of completion of work as stipulated in the Letter of Intent plus 03 (three) months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee period.**

- 10.4 It shall be the responsibility of the contractor to ensure Extension of BG as and when required is submitted before 15 days of its expiry date. On failure to do so necessary action as deemed fit shall be initiated.**

- 10.5** If the value of the work done at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.



11.0 RETURN OF SECURITY DEPOSIT :

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount (50%) of Security Deposit will be released along with final bill to the contractor after deducting all costs , expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. Balance half of the amount of security deposits will be released only after the Warranty period is over. In case contractors wants refund of total security money deposited by him along with final bill, the contractor will have to submit a BG of an amount equivalent to 50% of the total security deposit at the time of final bill with validity up to the expiry of Warrantee period + 3 months claim period.

12.0 COMMENCEMENT & COMPLETION OF WORK :

The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. No mobilisation charges of any kind are payable.

12.1 At the time of mobilisation of work at site, the contractor is required to submit the copies of following documents to site Engineer for verification:

- i. BG as per contract.
- ii. Contract Agreement
- iii. Indemnity Bond
- iv. Valid Test Certificates for the Plant & Machinery being deployed at site.
- v. Valid Insurance Policy covering third party liability, workmen compensation & tool & tackles brought to site.
- vi. Proper Labour Licence.
- vii. Work force deployment schedule for posting to site.
- viii. Detail work schedule (L-3 network).

12.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract.

12.3 The Earnest money and / or Security Deposit will stand forfeited without any further reference to the Contractor without prejudice to any of BHEL’s other rights and remedies in this regard.

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

12.5 The transported equipment, erected/constructed plant or work performed under the contract, as the case may be, shall be taken over by BHEL/customer when it has been completed in all respects and / or satisfactorily put into operation & site is made clear.

13.0 WORK EXECUTION & SCHEDULE :

13.1 The Contractor is responsible for the correct execution of the work in accordance with the scopes/drawings provided to him. The levels, measures and other information concerning the existing site as shown on the drawings or as described are supposed to be correct but the contractor shall verify them for himself and no extra claim, whatsoever shall be entertained on account of any discrepancy or omission in such matters or on account of the description turning out to be different from what was expected.

13.2 In case the contractor requires any clarifications, conditions, drawings etc., the Engineer-In-charge shall be contacted.

13.3 The contractor will be required to submit detail work schedule before start of work, and he shall submit a Bar chart/PERT Chart/CPM to the Engineer-in-charge indicating how the contractor proposes to complete the work within the stipulated time as per the contract. This Bar Chart /Pert Chart / CPM should clearly indicate the various activities in the proper sequence of construction. Once this programme of construction has been submitted by the contractor and approved by the Engineer-in-charge, the contractor shall follow the detailed work schedule, organise labour / material to suit the completion period of work & abide by the approved construction programme with the progress indicated in the chart. The detailed work schedule shall be organised to suit the completion period of work within the shut down given by the customer.



Part-1 Technical Bid : General terms and conditions

- 13.4** The work under the contract will be deemed to be completed in all respect, only when the trial runs, testing and commissioning including trial operation are completed. The contractor shall obtain no dues form concerned BHEL / Customer department.
- 13.5** On final completion of work the contractor shall submit the completion report and obtain approval from BHEL.
- 13.6** The entire schedule as approved shall be strictly followed by contractor. If for any reason beyond the control of the contract held up, then the contractor shall bring it to the notice of the delay.

14.0 INTEREST CHARGES :

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

15.0 DRAWINGS & DOCUMENTS :

Relevant drawings & documents available at project shall be provided to successful bidder during execution of the work.

If some relevant drawings/documents of some assemblies are not available (being old project), R&M work to be carried out as per instruction of BHEL site in-charge.

16.0 METHOD OF WORKMANSHIP :

16.1 All work shall be performed in a first class, neat and good workmanship manner by technical staff skilled in the trade involved.

16.2 The installation shall be carried out in such a manner as to preserve access to other equipment installed.

17.0 INSPECTION & TESTING AT CONTRACTOR'S WORKS :

17.1 BHEL/ customer shall have access to the contractors/sub-contractors premises or work and shall have the power at all reasonable time, to inspect any portion of the work being carried out or equipment or examine the materials and workmanship of the equipments being manufactured in other premises of the contractor/sub-contractor.

17.2 BHEL / customer shall within 10 days from the date of offsite inspection for the work/equipment give a notice in writing to contractor of any objection. The contractor shall give due consideration to such objection and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to BHEL / customer giving reasons therein that no modifications are necessary to comply with the contract.

17.3 In all cases where the tests whether at premises or works of the contractor or of any sub – contractor are to be conducted, the contractor/sub-contractor, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by BHEL / customer or his authorized representative to carry out effectively such test of the equipments in accordance with contract and shall give facilities to BHEL / customer or to his authorized representative to accomplish testing.

18.0 PROGRESS REPORT & FIELD OFFICE RECORD :

18.1 The contractor shall prepare and submit daily/weekly progress report with planning for the next day/week / charts, manpower deployment, material receipt report and such other reports as required by the engineer for the monitoring and smooth progress of work. Progress report should explicitly indicate progress achieved against the targets, reasons for delay and action plan to compensate for such delay.

18.2 The contractor shall maintain records pertaining to the quality of work and inspection and testing compliance with all technical requirements. Where safety of work is involved, the contractor shall submit written procedure to the Engineer.



19.0 MEASUREMENT OF WORK :

- 19.1** Before taking any measurement of any work, the Engineer In-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer In-Charge then in such event the measurements taken by the Engineer In-Charge or by the subordinate deputed by him shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
- 19.2** For progressive/running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for work done during the month / period under different categories in line with terms of payment as per letter of indent. The basis of arriving at the quantities / weight shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 19.3** These measurement sheets will be checked by the Engineer and quantities and percentage eligible for payment under different groups shall be decided by him. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in the measurement book and signed by both the parties.
- 19.4** Based on the above quantities the contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
- 19.5** All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.
- 19.6** Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 19.7** Measurements shall be taken jointly by persons duly authorized by BHEL and the contractor.
- 19.8** Passing of bills covered by such measurement does not amount to acceptance of the completion of the work measured by BHEL. Any left out work has to be completed by the contractor, as directed.
- 19.9** Final measurement and bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification has been completed in all respect to the entire satisfaction of BHEL. The contractor shall give unqualified '**NO CLAIM AND NO DEMAND CERTIFICATES**'. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both parties. The final bill shall be paid within a reasonable time after the completion of the work.

20.0 RIGHTS OF BHEL :

- BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation as below:
- 20.1** To get the work done through another agency at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor progress of work, inability to get the work done, delay in completion of Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken. However, BHEL shall notify such action.
- 20.2** To withdraw any portion of work and/or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and /or by the departmental staff to suit BHEL's commitments to its Customer.



- 20.3** To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
- a) Contractor's continued poor progress. Withdrawal from or abandonment of the work before completion of the work.
 - b) Corrupt act of the contractor.
 - c) Insolvency of the contractor. Persistence disregard of the instructions of BHEL.
 - d) Assignment Transfer, subletting of the contract work without BHEL's written permission.
 - e) Non-fulfilment of any contractual obligations or obligations under the law. To recover any money due from the Contractor from out of any money due to the Contractor under this or any other Contract or from the Security Deposit.
 - f) To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and/or to levy liquidated damages for delay in completion of work.
 - g) To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
 - h) To effect recoveries from any amounts due to the contractor under this or any other contract or in any other from the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
 - i) To restrict or increase the nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate. The rates quoted shall not be subjected to revision by the contractor in such case.
 - j) To deploy BHEL's skilled and/or semi-skilled workmen in case of emergency / poor progress / deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.
 - k) The Engineer-in-Charge shall have full powers to acquire the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer In-Charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen to arise to such materials. The Engineer In-Charge shall have full powers to ask for other proper materials to be substituted there of and in case of default the Engineer In-Charge may ask the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the contractor.
 - l) While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation / extra payment on this account.
 - m) In the event of any dispute of technical nature, the decision of BHEL and / or Engineer
 - n) shall be final and binding on the Contractor.

21.0 RESPONSIBILITIES OF CONTRACTOR:

- 21.1** The contractor should follow the prevailing industrial / labour laws as amended from time to time and shall take all safety measures required during the execution of this order.
- 21.2** The Contractor shall be fully responsible for correctness & quality of his work to the entire satisfaction of BHEL / Customer. The work shall be executed in accordance with the directions, instructions, drawings and specification. The work shall be performed in a first class, neat and good workmanship manner by technical staff skilled in the trade involved. The installation shall be carried out in such a manner as to preserve access to other equipment installed. If during the progress of manufacture or supply of plant, BHEL/customer notifies in writing to the contractor that the contractor has installed/manufactured any plant or part of plant unsound or imperfect, or has supplied any plant inferior in quality to that specified, the contractor on receiving details of such defects or deficiency, shall at his own expenses, within such time as may be reasonably necessary for the purpose, alter, reconstruct or remove such plant or part of plant or supply fresh materials as per standard specification and in case the contractor fails to do so, BHEL may on giving the contractor thirty days notice in writing of his intention to do so, proceed to alter, reconstruct or remove such plants or part of plants at the



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contractor's cost provided that nothing in this clause shall be deemed to deprive BHEL/ customer or affect any rights which he may otherwise have in respect of such defect or deficiencies and provided that such replacement shall be carried out by BHEL/ customer within a reasonable time and at a reasonable price and as far as possible, to the same specification and under competitive conditions.

If the completed plant or any portion taken over is found to be defective or fails to fulfil the requirement of the contract, the engineer shall forthwith give the contractor notice setting forth particulars of defects or failure and the contractor shall make the defects good, or alter the same to make it comply with the requirements of contract. If the contractor fails to do so, within a reasonable time, BHEL/Customer may reject and replace at the cost of the contractor, the whole or any portion of the plant, as the case may be, which is defective or fails to fulfil the requirement of the contract. In case of such replacement by BHEL, contractor shall be liable to pay to BHEL the extra cost, if any of such replacement delivered and/or erected as provided for in the original contract. Such extra cost and the damages being the ascertained difference between the prices paid by BHEL/Customer, under the provision above mentioned for such replacement and the contract price for the plant so replaced and to repay any sum paid by BHEL/Customer to the contractor in respect of such defective plant.

- 21.3** If in the opinion of the contractor any work is insufficiently specified or required modifications, the Contractor shall refer the same in writing to the Engineer and obtain his instruction / approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.
- 21.4** Land belonging to BHEL or its customer under temporary possession of BHEL shall not be occupied by the contractor without the written permission of BHEL.
- 21.5** The old plant and equipment, which are being replaced by new plant and equipment will be the property of the customer. The customer shall provide space or store for storing the dismantled plant and equipment within the plant premises. The contractor shall stack the dismantled material properly.
- 21.6** The Contractor will be required to sign a contract with BHEL on Non-judicial stamp paper as per **Annexure –M**. The cost towards agreement shall be borne by the contractor.
- 21.7** All the properties/equipment/components of BHEL/its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. The contractor shall return them in good conditions as and when required by BHEL/its customer. In case of non-return, loss, damaged, repairs, etc., cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- 21.8** **It shall not be obligatory on the part of BHEL/ customer to supply any tools and tackles.** Depending upon availability, possibility, BHEL/its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them subject to the conditions laid down by BHEL/its customer from time to time. Unless paid in advance, such hire and other charge shall be recovered from out of dues to the contractor in one instalment.
- 21.9** **ROYALTY** – Royalty for equipments supplied shall be borne by the contractor and nothing extra on this account shall be paid to him by BHEL.
- 21.10** **PERMANENT BENCH MARKS** – Where directed by the Engineer, the contractor shall provide permanent bench marks. Likewise any other levels or lines or points specifically required by the Engineer shall be built in. The contractor shall carefully protect and preserve such important mark during execution of the work.
- 21.11** **SITE TESTING OF MATERIALS** - For the tests carried out by the contractor at site, the contractor shall install testing equipment at site and shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide the necessary trained staff for carrying out such tests and using such equipment. List of equipments with range shall be submitted by the bidder.
- 21.12** **APPROVAL OF LOCAL MATERIALS FOR USE** - Before bringing any material (locally purchased) to site in bulk for civil works, infrastructure, plant services, etc, contractor



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- shall have to bring a sample first and get it approved by Engineer. Any material brought to site in contravention of this condition shall be rejected forthwith and no payments shall be made.
- 21.13** The contractor shall not claim any compensation due to reduction in the scope of work due to changes in design, which curtail the quantum of work.
- 21.14** The contractor shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to the acts of contractor/his personnel.
In the event of any claim or demand being made or action being brought against BHEL/Customer for infringement or alleged infringement of letter, patent in respect of any machine plant, work or thing used or supplied by the contractor under this contract or in respect of any method of using or working by BHEL/Customer of such machines, plant, work or thing, the contractor will indemnify BHEL/Customer against such claim or demand and all costs and expenses arising from or incurred by reason of such claim or demand. In case the equipment in such suit or proceedings is held to constitute infringement and the use of the equipment or part is prohibited, the contractor shall at his own expenses either procure for BHEL/Customer the right to continue using the equipment, modified it so as it becomes non-infringing or remove the equipment and refund BHEL/Customer price plus the transportation and installation cost thereof.
- 21.15** The contractor shall ensure that no damage is caused to any person/any existence work/property of customer/other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate the affected parties at his own cost. The contractor shall indemnify BHEL for any such eventuality (Annexure 'B').
- 21.16** Any delay in completion of work or non-achievement of periodical targets due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
- 21.17** The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate and co-ordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 21.18** The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The Contractor shall also demolish all the hutment's sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses for the same shall be recovered from the contractor.
- 21.19** The contractor shall execute the work in the most professional manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/or as per the instructions of the Engineer.
- 21.20** **Establishment of Site Office** – Contractor shall make its own office at site. He will be required to maintain good office at site with necessary infrastructure and staff. The contractor should have a mobile phone, Computer System with Printer & UPS.
- 21.21** In case there is no specification laid down in the contract for a class of work, such work shall be carried out in accordance with the standard practice and instructions, and of the Engineer In-charge.
- 21.22** No levy, 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, demanded if charged.



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- 21.23** The contractor shall take all reasonable care to protect the materials and the work till such time the plant/equipment has been taken over by BHEL/its customer. It will be the responsibility of the contractor to ensure safe lifting of the equipment to avoid damages/accidents.
- 21.24** Contractor shall not stop work or abandon the site for what so ever reason or dispute, excepting for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work, stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.
- 21.25 OBSERVING LOCAL LAWS, PROVIDING WORKMEN & SUPERVISORY PERSONNEL** - The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. –
- a) The contractor shall engage sufficient staff to maintain the required rate of progress and quality of workmanship. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed. Claim for idle labour/machinery due to non-supply of any material by BHEL or for any other reasons will not be entertained. During the continuance of this contract, the contractor shall have due regard to all local festival, religious events and other customs, in all his dealings with the local labour for the time being employed on or in connection with the work.
 - b) The Contractor shall comply with all local, state and central laws, statutory rules, Regulations, etc., such as: the payment of wages Act, the Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract labour (Regulations and Abolition) Act, 1970 and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tender of the Contract and having force or jurisdiction at site. The contractor will be required to seek registration, if required, as per local laws. The contractor shall give to the local governing body, police and other concerned project site authorities all such notice (s) as may be required under law.
 - c) The Contractor, in the event of the Contract engaging 20 or more workmen, shall obtain independent license under the Contract Labour (Regulations and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form V) issued by the Principal employer / customer.
 - d) The contractor shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
 - e) The contractor shall make all arrangements and shall also meet all expenses in connection with his workmen's qualification / re-qualification test(s) etc at site.
 - f) All safety rules and codes are applicable to work shall be followed without any exception.
 - g) The contractor shall arrange to provide guards and prominently display caution notices, in unsafe and hazardous area.
 - h) The contractor shall be responsible for the provision of health and sanitary as described arrangements in the contract labour Regulations and Abolition Act, 1970.
 - i) The contractor shall be responsible for safety precautions as may be required for safe and satisfactory execution of the contract.
 - j) All safety rules and codes applied by BHEL/its customer at site shall be observed by the contractor and his workmen 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 lights, fencing guards, signs etc. or other protections 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 etc. Suitable



number of clerical staff, watch and ward staff & storekeepers to take care of equipment, material, construction tools and tackles shall be posted at site by the contractor till the completion of the work. The contractor shall arrange for such safety devices as are necessary for this type of work and carryout the requisite site test of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

- k)** The contractor shall make his own arrangement for proper accommodation including adequate medical facilities for the personnel employed by him.
- l)** The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative be furnished to BHEL for record purpose.
- m)** No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- n)** The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date-wise and category-wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.
- o)** Gate Pass for entry into power station would be required for all the persons deployed by the contractor at site. Special permission would be required for working beyond normal working hours. The contractor shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same. Normal working hours in the plant is 8 hours.
- p)** The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked for the project. For movement in area other than earmarked for project prior permission of BHEL Engineer is required. The contractor shall abide by all the rules and regulations of the power station.
- q)** The Contractor shall deploy all skilled, semi-skilled and unskilled workers and should hold valid certificates wherever necessary. The contractor shall deploy only experienced supervisory staff to carry out the erection work and control his workmen. BHEL reserves the right to insist on removal of any employee of contractor. In the event of increasing or decreasing the category of workers, supervisors the contractor shall obtain the prior approval of BHEL's site-in-charge.

22.0 STRIKES AND LOCKOUTS :

- a)** The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and, if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.
- b)** For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

23.0 FORCE MAJEURE :

- a)** The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.
- b)** If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of the



delay, provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation because of any extension in time of completion given to Contractor due to force majeure conditions.

24.0 SETTLEMENT OF DISPUTES:

24.1 Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the engineer subject to a written appeal by the contractor to the engineer, whose decision shall be final to the parties hereto.

24.2 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

24.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in relevant clause.

25.0 ARBITRATION & CONCILIATION:

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

25.2 The award of the arbitrator shall be final and binding on the parties to this contract.

25.3 The contractor shall continue work under the contract during the arbitration proceedings, unless the matter is such that the work cannot possibly be continued until the dispute or differences are settled by the arbitration and save as those, which are otherwise expressly provided in the contract.

25.4 The arbitration proceedings shall be held at Bhopal. The jurisdiction of courts for these proceeding shall be at Bhopal.

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

In the event of any dispute or difference, relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

25.6 The cost of arbitration shall be borne equally by the Parties.

25.7 Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations



PART – I
TECHNICAL BID
SPECIAL CONDITIONS



Part-1 Technical Bid : **Special conditions****Note:**

- 1. The Special terms and conditions given here supersede the relevant terms & conditions given in Part I, i.e. Instruction to tenderers and General Terms and Conditions.**
- 2. NO DEVIATION IN ANY OF THE TENDER TERMS SHALL BE ACCEPTABLE.**

1.0 INTRODUCTION :

1.1 This section of the tender defines the scope of the contractor's work other than as specified in the Technical Specifications. The requirement and conditions mentioned in this section are in addition to what are stated in **part-1 : Technical Bid: Instructions to Tenderers and General terms and conditions**

1.2 **In case of any conflicting provisions given in different sections of the tender following shall be the order of preference forming the basis for arriving at a conclusion :**

- A) Description in schedule of quantities of price schedule**
- B) Technical Specifications**
- C) Special Conditions if any**
- D) Drawings**
- E) General terms & conditions**

1.3 **Brief Description of Project site:** - The Rammam Hydel project stage-II site is located at 77 Km from Darjeeling, West Bengal

1.4 The bidders are advised to take into account all factors and any fluctuations in the market rates etc. having effect on prices. No delay will be accepted and no claim will be entertained on this account after acceptance of the tender or during the currency of the contract. It is advisable that the bidders visit the site prior to bid submission.

2.0 NATURE OF JOB :

The job tendered out comprises dismantling of existing governor of 4 no units of 12.75 MW each and replacement of existing electro hydraulic governor with new micro processor based governor of all 4 no units as per scope defined on Technical Specification (Section-III).

They should visit the site before submitting their offer and make sure that they understand the working environment, present state of the structures, availability of original documents with our customer, local rules, laws and regulations etc. A certificate to this effect should be submitted by the bidder in technical bid as per format given at Annexure "J" of Instruction to Tenderers .

NOTE: BHEL shall not accept any claim arising out of above factors.

3.0 QUALIFYING CRITERIA – The bidder should have experience in all following work area:

- 3.1** a) installation of electrical/ electronic/ digital panel.
b) Cabling and termination of control/ power cables.
c) Installation/ servicing of hydraulic governor of hydro machine.
- 3.2.** The bidder should have completed above work successfully in last seven years ending on 04.08.2019.
- 3.3** The bidder should have executed the work of above nature as per clause no 3.1 during last seven years ending on 04.08.2019 for valuing either of the following (Value may be of any of 3.1 a) or b) or c)):



Part-1 Technical Bid : **Special conditions**

(a) Three works each valuing not less than Rs. 16.27 Lacs

Or

(b) Two works each valuing not less than Rs. 20.34 Lacs

Or

(c) One work valuing not less than Rs. 32.54 Lacs

3.3 Average annual financial turn over during the last three years ending 31.03.2019 shall be at least Rs 12.20 lacs

BHEL is accredited to Quality Management System(ISO 9001:2008). Thereby, bidder has to successfully perform complete the work with quality standard/norms under BHEL's guidance.

Note:

- i) **The above mentioned criteria should be met by the bidder himself and not by any associated bidder.**
- ii) **Necessary certificates and documents required for evaluation are to be submitted in fulfilment of above criteria.**

4.0 Other Information's to be submitted by the bidder -

The bidder should submit following duly signed and stamped along with technical bid -

- 4.1 No Deviation Certificate (Technical) as per Annexure "H" of Instruction to Tenderers.
- 4.2 No Deviation Certificate (Commercial) as per Annexure "I" of Instruction to Tenderers.
- 4.3 Copy of PAN No.
- 4.4 Copy of GST Registration No. (If Applicable)
- 4.5 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender.
- 4.6 Documents in support of type of firm.
- 4.7 Financial viability statement as per Annexure "C" of Instruction to Tenderers with supporting documents.
- 4.8 Certificate confirming knowledge about site condition as per Annexure "J" of Instruction to Tenderers.

5.0 SCOPE OF WORK :

Refer technical specification.

6.0 COMPLETION SCHEDULE :

- 6.1 On intimation by BHEL through Fax or Telegraphically for issue of LOI, the contractor has to make initial mobilisation of his materials resources and work force so as to commence the work within 15 days of issue of LOI (since the work is to be done on priority/urgent basis). Further mobilisation of fresh resources and augmentation of existing resources shall be done in consultation with BHEL in all the area as covered in scope of work.
- 6.2 **The total work under the scope should be completed within 150 days from the date of commencement of work as above or 15 days from the last input by BHEL/Customer whichever is later.**
- 6.4 Upon award, the contractor shall submit to BHEL within 10 days of issue of LOI, a network showing the sequence of activities covering complete overhauling activities under the scope.

NOTE: Completion time is the essence of the contract. Hence the contractor may be required to arrange working in extended working hours/ round the clock working to achieve scheduled completion.



Part-1 Technical Bid : **Special conditions****7.0 PRICE SCHEDULE:**

- 7.1** Please refer to the Price Schedule. Price bid should be submitted strictly as per the enclosed price schedule. Any deviation w.r.t. price schedule is not acceptable and the offer having deviation is liable to be rejected. **Rates quoted by the bidder against schedule items shall remain firm.**
- 7.2** **The description of item contained in price schedule may not be elaborate. For more clarity about the scope, this should be always read in conjunction with the Technical Specifications.**

8.0 TAXES AND DUTIES:

- 8.1** Price shall include all taxes/Duties/Royalties/Octroi/Freights applicable as on date of submission of tender except GST.
- 8.2** **GST shall** be reimbursed to the contractor at actual at prevailing rate at the time of execution of work against documentary evidences.
- 8.3** **Works Contract Tax (WCT),if applicable, shall be deducted from the contractor's bill as per prevailing rate of concerned state and necessary TDS certificate shall be issued to the contractor.**
- 8.4** No claim shall be admissible on account of revision in rate of existing taxes & duties (except GST) subsequent to bid submission. However, if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during extended period.
- 8.5** Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor.

Note: - Claim for reimbursement of GST pertaining to running bill should be submitted along with running bills.

9.0 EVALUATION OF THE OFFER AND ISSUE OF WORK ORDER :

- 9.1** The bidder shall submit complete price of the package.
- 9.2** Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly.
- 9.3** **Total price of the package shall be compared for the purpose of arriving at L-1.**
- 9.4** Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.
- 9.5** **No condition or deviations should be asked for in price bid.**
- 9.6** Work is indivisible in nature and shall be awarded to a single party.
- 9.7** **BHEL reserves the right to go for a Reverse Auction instead of opening the sealed price bids, which will be decided after the techno-commercial evaluation.** The bidder is required to communicate their consent for the same in Technical (Part-I) Bid. Information and General Terms and conditions governing Reverse Auction is placed at [Annexure 'S'](#) for reference.

10.0 TERMS OF PAYMENT:

- 10.1** Unit wise progressive payment shall be made after completion work as per price schedule and is subject to the deductions towards Security Deposit, Income Tax with surcharge, any other tax or levies applicable in the state and recoveries towards materials/services rendered on chargeable basis, penalty and LD, if applicable.
- 10.2** All the payments due to the Contractor will be made through Electronic Fund Transfer (EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bankers in the prescribed proforma as enclosed at **Annexure-R**. Normally payment of bills takes about 60 days from the date of receipt of bills at Bhopal office duly verified by Site-In-Charge.
- 10.3**



Part-1 Technical Bid : **Special conditions**

Note: Advance Payment – BHEL does not give advance as a policy.

11.0 VARIATION IN CONTRACT PRICE :

The quantities shown on the drawings & documents may vary. BHEL reserve the right to add or delete items depending upon the final requirement. For such addition or deletion, the Contract price shall be adjusted based on the quoted unit price, which shall be valid for a variation of $\pm 10\%$ of the total contract price.

12.0 EXTRA/ADDITIONAL ITEMS OF WORK :

12.1 Any **NEW ITEM** of work which is explicitly not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work, it will come under the ambit of Extra Item of Work. In case such extra item is executed, the rate for the same shall be determined in the following ways and in the same priority :

- a) The rate for such extra item shall be derived from the nearest possible item or group of items of the awarded price schedule.
- b) If the derivation of rate of an extra item is not possible as per a) above, the same shall be derived from latest version of Delhi Schedule of Rates (CPWD DSR) with applicable escalation if any in the area where site is located.
- c) If the derivation of rate of an extra item is not possible as per a) and b) above, the same shall be derived from any order placed by BHEL in last 1 year for the same item either on the same vendor or on any one else in the vicinity of 100 kilometres of project site.
- d) In case of failure by all the above three (a), (b) and (c) means, the rate for extra item shall be derived on prevailing market rates and on actual basis by observing the consumption of materials (with permissible wastage as per standard practice), deployment of labours and other incidentals with 15 % as contractor's premium and overheads. For this purpose the contractor has to maintain and produce proper record duly certified by BHEL Engineer. Decision of BHEL in this regard shall be final and binding on the contractor.

12.2 Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates for extra item falling under this clause or claim any compensation on that account.

12.3 BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner, as he considered advisable.

12.4 The contractor on receipt of drawings from BHEL, shall inform within 15 days towards the rate / rates of item / items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including market rates.

13.0 SUSPENSION AND CANCELLATION OF WORK:

BHEL reserves the right to suspend and restart execution of the contract without invalidating the provisions of the contract. Orders for suspension or restart of the contract will be issued by BHEL to the contractor in writing. In such case, the time for completion of the contract will be extended for a period mutually agreed to between the parties. **No price variation on this account shall be admitted.**

In general, no order shall be cancelled after the issue of the order or the understanding to proceed with the work. However, in the event of such cancellation of contract for the reasons not attributable to the contractor after commencement of the work, BHEL shall pay the Contractor compensation for the loss of profit on this account, in addition to the expenses incurred by the contractor in respect of the contract.

14.0 INSURANCE :

- a) It shall be the sole responsibility of the contractor to obtain transit insurance for envisaged scope of supply and get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- b) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its customer in the project Area which are in force from time to time shall be followed by the contractor.



Part-1 Technical Bid : Special conditions

- c) If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's / its customer's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.
- d) It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL / its customer & handed over to the contractor for Transportation / erection till these are taken over by BHEL or are returned to BHEL / its customer's Stores.

15.0 PENALTY FOR DELAY :

The total work under scope is to be completed within the completion time mentioned under Clause 6.2 above. Required approval, drawings and material in scope of customer/BHEL shall be made available to contractor in time.

Delay in completion of the work under scope that may take place beyond contractual schedule OR within any extension for the reasons attributable to the contractor shall be subject to imposition of PENALTY at the rate of 0.50 % of the contract value per week of delay or part thereof subject to maximum ceiling of 10% of the contract value. GST on penalty shall be charged extra.

For penalty waiver on account of delay not attributable to the contractor shall be considered separately on presentation of case to the approving authority.

16.0 WARRANTY :

16.1 The warranty period for the work executed shall be for a period of 12 months commencing immediately from the date of completion of the total package.

16.2 In case of any deficiencies in the workmanship, which is detected before the expiry of the warranty period, the contractor on notification by BHEL shall rectify or remedy the defects at his own cost and provisions of this clause shall apply to the portions of the work so replaced or renewed until the expiration of 12 months from the date of such replacement or renewal or the expiration of the original warranty period whichever is later. The repairs of the defective work shall be done by the contractor within a reasonable time to be decided mutually. If any defects be not remedied within a reasonable time, BHEL may proceed to do the work after giving 30 days notice to the contractor at the reasonable price and debit the cost to the contractor, but without prejudice to any other rights which BHEL may have against the contractor in respect of such defects. The new warranty after repairs shall be for 6 months from the date of commissioning or original warranty whichever is later.

16.3 During warranty period the contractor shall be liable to repair or replace any defective work that may develop in his own manufacture or those of his subcontractors under condition provided by the contractor and under proper use and arising solely from faulty design of material or workmanship. The contractor's obligation against the above clause shall be limited at contractor's option to replace or repair at contractor's works or at site. All transportation, insurance and other charges for carrying out remedy to the defective works shall be borne by the contractor.

16.4 The acceptance of the work by the engineer shall in no way relieve the contractor of his obligation under this clause.

17.0 TERMINATION OF THE CONTRACT:

"No order shall be terminated after issue of the order or the understanding to proceed with the work except if desired by the Customer or Government of India. In the event of such cancellation, the Contractor shall be paid for all the work either fully or partly executed prior to the date of termination and the commitments entered into and expenses incurred for the execution of the contract as on the date of such termination. Nothing extra in addition to above shall be paid to the contractor in the event of such termination.

18.0 EXTENSION FOR DELAY :

If the works be delayed due to



Part-1 Technical Bid : **Special conditions**

- a) Force majeure or
- b) Delay on the part of the other contractors or tradesmen engaged by the BHEL in executing work not forming part of the contract, or
- c) Any other cause which, in the absolute discretion of BHEL is beyond the contractor's control then upon the happening of any such event cause delay, the contractor shall immediately give notice thereof in writing but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of BHEL to proceed with the work.

Requests for extension of time, to be eligible for consideration shall be made by contractor in writing within fifteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired, the working plan for remaining work.

In any such case Engineer-in-charge, BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the contractor by the Engineer-in-charge in writing, within 1 (One) month of the date of receipt of such request by the Engineer-in-charge.

NOTE: On account of this No additional compensation of any kind shall be admissible.

19.0 LIMITATION TO LIABILITY:

The aggregate liability for any or all claims including penalty for delay/Liquidated damages and indemnification shall not exceed 100% of the total contract price.

20.0 STATUTORY REQUIREMENT:

It shall be the sole responsibility of the contractor to obtain all necessary statutory sanctions, approvals, Licence, Permits, & Certificates etc. as may be required to execute the work as envisaged in the scope. BHEL/customer shall only provide all necessary assistance in obtaining such sanctions, approvals, licence, permits etc.

21.0 FACILITIES TO BE PROVIDED BY BHEL/CUSTOMER:

21.1 Construction Office and Stores:

Depending upon the availability and requirement, the space for construction of office, stores shall be provided to the contractor. Within two weeks of completion of the contract, the contractor will have to remove all such temporary structures and handover the space made available to the contractor in a clean, levelled and tidy condition.

21.2 Electricity and Water: The contractor shall make his own arrangement for supply of electricity and water for the purpose of contract execution. In case BHEL/customer provides the electricity from their sources, the same shall be on chargeable basis.

21.3 Residential Accommodation and transportation: All transportation and accommodation arrangements for staff deployed by the contractor shall be the responsibility of the contractor at his own expenses. BHEL shall not provide any such above arrangement / Space etc. whatsoever.

21.4 Entry Passes: Customer shall issue entry passes for the contractor's staff during normal/extended working hours including Sunday and holidays, depending upon requirement of work.

22.0 Tools, Tackles & Equipments: -

All tools & Tackles and consumables required for the satisfactory execution of the job will have to be arranged by the contractor at free of cost. All measuring instruments, tools and tackles should be tested periodically and contractor shall produce necessary certificate and proof of having tested & calibrated from certified agencies. List of tools, tackles & equipments of reputed manufacturers with proper Test / Calibration Certificates to be arranged by the contractor at his own cost. For reference list of tools and tackles refer annexure-Q (**only for reference**):



Part-1 Technical Bid : Special conditions**23.0 Appointing/hiring experts for execution of the contract:**

Contractor's site engineer should have adequate experience of installation/ maintenance of hydraulic governing system for hydro power plant. Biodata of site shall be submitted to BHEL along with technical bid for prior approval.

24.0 Provision of computer with printer

Contractor shall provide laptop with printer in BHEL office for preparation of reports/ protocols/ generating emails, letters. In case contractor fails to provide computer and printer, same shall be arranged by BHEL from market and will be deducted from running bill.



PART – I
TECHNICAL BID
TECHNICAL SPECIFICATION



01 INTENT OF SPECIFICATION

This specification is intended for Replacement of existing governor of 4 no units with new microprocessor based digital Governor of 4x12.75 MW Rammam hydel project stage-II HEP

02 SCOPE OF WORK:

The “Scope of Work” for site storage and preservation, dismantling of existing governor system, installation, commissioning, performance testing, Field acceptance testing. The existing governing system is a electro hydraulic governor (BHEL Make). The broad Dismantling, Assembly, Erection and Commissioning activities are as under:

A. Dismantling work:

1. Dismantling of existing Electrical and Hydro Mechanical cabinets of governor system including associated wirings etc
2. Dismantling of wire rope guide vane feedback system including master controller
3. Dismantling of Permanent Magnet Generator & Mechanical over speed device
4. All the equipment, spares, wires, panels, devices etc. dismantled from the existing governor system and SSG shall remain the property of the purchaser and return back to purchaser.
5. Input/output from/to the existing equipment including OPU system, excitation, control & Protection, instrumentation, brake & jack system, generator CT/PT inputs, reservoir & tail pool level indicators etc as & where available in existing plant set up shall be dismantled with marking/ tagging .
6. Dismantling of the SSG system.

B. Rectification work:

1. Cleaning and assembling equipment for erection.
2. Taking over of fronts
3. Placing of equipment’s in position, leveling, etc.
4. Final welding, painting as applicable.
5. NDT as per specification.
6. Erection of equipment.
7. Cleaning, surface, preparation, corrosion protection and painting as required.
8. All dismantled/left-over parts shall be transported to stores within the plant boundary.
9. Cleaning of OPU system (OPU sump, OCU & OLU tank) after draining of dirty oil & re-charging (**Turbine Oil in Customer’s scope**).



10.

C. Retrofitting / assembly Works:

The proposed work cover following main retrofitting and interconnection of new Governor system with existing equipment/set up of Power Plant, detailed as below.:

1. Replace the entire existing HM & Electrical governor cabinets along with all devices/instruments/associated wirings etc with digital electronic programmable governing system.
2. The existing guide vane feedback mechanism with shall be replaced with transducer (LVDT or equivalent position transducers) based feedback arrangement.
3. The existing SSG based Speed Sensing devices shall be replaced.
4. The existing Emergency solenoid valve and Mechanical over speed devices shall be replaced with new ones.
5. The Scope of Work covers all works pertaining to interconnecting/ interfacing of new Digital Governor with the existing Plant set up including Hydraulic system, Excitation System, control protection & instrumentation schemes etc wherever required.
6. The necessary input/output from/to the existing equipment including OPU system, excitation, control & Protection, instrumentation, brake & jack system, generator CT/PT inputs, reservoir & tail pool level indicators etc as & where available in existing plant set up shall be provided. However, the extension of all such input/output signals along with requirement of cables, accessories, signals multipliers, convertors etc are covered under "Scope of Work".
7. Installation of governor loose instrument /meters/switches on existing UCB/CD in the control room.
8. Hydraulic Testing and Stroking of servomotor shall be carried out to ensure smooth working. (**test shall be conducted under governor Engineer from BHEL HPE/ HSE through assistance of your expertize manpower**)
9. Fine tuning and setting of HMC , PPset, pressure receiver as per Drawing / O & M manual (**test shall be conducted under governor Engineer from BHEL HPE/ HSE through assistance of your expertize manpower**)
10. Installation of EWS & OWS PC based system in the control room
11. Installation / laying and termination of the new set of cables for interconnection between the systems supplied as per schematic/wiring /termination details.
12. Electro-Hydraulic testing of newly installed system.

D. COMMISSIONING: The following generic tests shall be conducted during commissioning under the supervision of BHEL expert. .

- i. Visual inspection of the equipment/components.
- ii. Pressure test of all field installed piping at 1.5 times of the design pressure.
- iii. Operational and functional tests of components, sub-assemblies, auxiliaries, piping system etc.



- iv. Control logic tests to prove control logic scheme for operation and interlocks of system components, including annunciation and shutdown scheme.
- v. Operational tests for protection –Field tests for verification of correct operation of protective relays shall be conducted.
- vi. Dielectric and insulation resistance test, continuity test, starting current measurement of each motor.
- vii. Any other checks /tests to ensure that requirements of the specification are met.
- viii. Mechanical Run & dry out of the unit.
- ix. Synchronizing of the unit & observing for smooth operation of governors and then continuous running for 72 hrs.
- x. Handing over of the unit after 72 hours running as per availability of water and load condition of the grid.

03 EXTRA WORK

Refer clause 12 of Special conditions

04 Completion period

Refer clause 6.0 of Special conditions

05 List of Drawings, documents to be provided by BHEL free of cost:

- 1) All assy & erection drawings for digital governor.
- 2) O & M manuals
- 3) Original/ latest log sheets/ protocols of erection & commissioning of unit.

06 FACILITIES TO BE PROVIDED BY CUSTOMER:

1. **Mobile/ EOT crane with operator round the clock in safe operating condition. Sleepers, Packers and special lifting devices, Crane operators shall be provided by the Corporation during normal working hours only.**
2. **Compressed air at a pressure of 5-6 kg/cm² at service bay.**
3. **Spares as required.**
4. **Electricity for power and lighting, compressed air and water supply at available locations.**
5. **Space for site stores as available.**
6. **Unfurnished quarters for workmen/ Supervisors in Projects Premises on free of cost basis, as available.**
7. **Manuals, drawings, overhauling protocols related to the job & as supplied by OEM to be provided by customer.**

07 CONTRACTOR'S RESPONSIBILITY

09 FORCE MAJEURE



Contractor shall not be liable for loss or damage resulting from any delay or failure to complete the work within time specified or all or any part of the work due to acts of nature, war declared or undeclared, acts for restraint from Government, federal state or municipal action or regulation embargo, strikes or other labour troubles, fire, flood, hurricane, accidents, epidemics, quarantine restriction, damage to or destruction in whole or in part of the tools and equipment or any failure on the part of the corporation or its representative, to supply materials, drawing or other technical documents in time or any other causes contingencies not within contractor's control.

10 **ERECTION AND INSTALLATION**

The installation work shall comply with the latest applicable standards, regulations, electricity rules, and safety codes relevant to the location where the installation is being carried out.

Erection Activities:-

The work shall include but not limited to:-

1. Shifting of materials from stores to erection site.
2. Cleaning and assembling equipment for erection.
3. Taking over of fronts
4. Placing of equipment's in position, leveling, etc.
5. Final welding, painting as applicable.
6. NDT as per specification.
7. Erection of equipment.
8. Cleaning, surface, preparation, corrosion protection and painting as required.
9. Minor civil work for fixing/ grouting of base plate for pipe line/ panel etc.
10. Providing all necessary platform, stairs, ladders etc. for operation & maintenance of equipment / systems, if required, during the course of the execution.
11. Arranging all temporary supply of special aids for erection, commissioning etc. like scaffolding, etc.
12. Carry out testing, tests on completion of the plant and equipment applicable.
13. All dismantled/left-over parts shall be transported to stores within the plant boundary erection and Pre-commissioning checks

BHEL/Customer's written approval of completed work stages and pre-commissioning checks shall be obtained before continuing with erection and should it be necessary to dismantle subsequently erected parts in order to gain access for inspection or rectification, this shall be at the Contractor's expense and no claim by the Contractor for delay shall be considered.

Erection and pre-commissioning checklist prepared and maintained by the Contractor shall be countersigned by the Owner's Engineer after the satisfactory completion of each part of the plant. On satisfactory completion of erection for a group of works, the BHEL/Customer will issue a "Mechanical Completion Certificate" which is a prerequisite for approval to commence commissioning of an item of plant.

Copies of site erection inspection document files for items of plant or systems shall be distributed prior to pre-commissioning.

11 **OVER RUN CHARGES**

No over-run charges shall be paid.



12 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation.

- a. To get the work done through another agency at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor progress of work, inability to get the work done completion of Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
- b. To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff to suit BHEL's commitments to its Customer.
- c. To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
 - i. Contractor's continued poor progress. Withdrawal from or abandonment of the work before completion of the work.
 - ii. Corrupt act of the contractor.
 - iii. Insolvency of the contractor.
 - iv. Persistence disregard of the instructions of BHEL.
 - v. Assignment, transfer, subletting of the contract work without BHEL's written permission
 - vi. Non-fulfillment of any contractual obligations or obligations under the law
- d. To recover any money due from the Contractor from out of any money due to the Contractor under this or any other Contract or from the Security Deposit.
- e. To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and / or to levy liquidated damages for delay in completion of work.
- f. To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- g. To effect recoveries from any amounts due to the contractor under this or any other contract or in any other from the moneys which BHEL is forced to pay to anybody due to contractors' failure to fulfill any of his obligations.
- h. To deploy BHEL's skilled and/ or semi-skilled workmen in case of emergency / poor progress / deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.
- i. The Engineer-in-Charge shall have full powers to acquire the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen to arise to such materials. The Engineer-in-Charge shall have full powers to ask for other proper materials to be substituted there of and in case of default the Engineer-in Charge may ask the same to be supplied and



all costs which may arise due to such removal and substitution are to be borne by the contractor.

- j. While every Endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation/ extra payment on this account.
- k. In the event of any dispute of technical nature, the decision of BHEL and / or Engineer shall be final and binding on the Contractor.

13

RESPONSIBILITIES OF CONTRACTOR

1. The work under the scope of work shall be executed with the best skill and know-how available with the contractor and in accordance with the clearances and adjustments set forth in the manufacturer's drawing/instructions/other information furnished to them.
2. The various settings, clearances, adjustments and benchmarks will be restored during overhauling to the conditions as far as practicable and possible in line with the various OEM drawings / documents / erection and commissioning protocols, the conditions shall be brought to the design values if available or the conditions as observed at the time of dismantling of the equipment, in consultation with Corporation.
3. The contractor shall organize the site with required manpower both skilled and supervisory engineers. The equipment should be handled with the utmost care and skills.
4. The contractor shall comply with all applicable state and central laws, statutory rules, regulations, etc such as payment of wages Act - 1938 (Bare Act 1994) , Minimum Wages act 1948 (1993), Workmen Compensation Act - 1923 (1994), Employers Liability Act-1938, Industrial Disputes Act-1947(1994), Employees Provident Fund & Miscellaneous Provisions Act - 1952 (1992), Employees State Insurance Act-1948 (1994) & contract labour (Regulation & The Arbitration Act-1940) (Bare Act-1994).
5. The Contractor shall be fully and finally responsible for correctness & quality of his work to the entire satisfaction of the BHEL / Customer. The work shall be executed in accordance with the directions, instructions, drawings and specification, which shall be given to the Contractor by the BHEL from time to time.
6. The contractor should follow the prevailing industrial / labour laws as amended from time to time and shall take all safety measures required during the execution of this order.
7. If in the opinion of the contractor any work is insufficiently specified or required modifications, the Contractor shall refer the same in writing to the Engineer and obtain his instruction / approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.
8. The old plant and equipment, which are being replaced by new plant and equipment, will be the property of the customer. The customer shall provide land for storing the dismantled plant and equipment within the plant premises. The contractor shall stack the dismantled material properly.
9. The contractor shall engage sufficient staff to maintain the required rate of progress and quality of workmanship. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed. Claim for idle labour/machinery due to non-supply of any material by BHEL or for any other reasons will not be entertained. During the continuance of this contract, the contractor shall have due regard to all local festival, religious



events and other customs, in all his dealings with the local labour for the time being employed on or in connection with the work.

10. The Contractor shall comply with all local, state and central laws, statutory rules, Regulations, etc., such as: the payment of wages Act, the Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract labour (Regulations and Abolition) Act, 1970 and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tender of the Contract and having force or jurisdiction at site. The contractor will be required to seek registration, if required, as per local laws. obtain The contractor shall give to the local governing body, police and other concerned project site authorities all such notice (s) as may be required under law.
11. The contractor shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
12. All safety rules and codes are applicable to work shall be followed without any exception.
13. The contractor shall arrange to provide guards and prominently display caution notices, in unsafe and hazardous area.
14. The contractor shall be responsible for the provision of health and sanitary arrangements as described in the contract labour (Regulations and Abolition Act, 1970. The contractor will be bound to follow the Madhya Pradesh Model Rules relating to layout of water supply and sanitation in labour camps and safety precautions as may be required for safe and satisfactory execution of the contract.
15. All safety rules and codes applied by BHEL/its customer at site shall be observed by the contractor and his workmen 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 lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a few to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward staff & storekeepers to take care of equipment, material, construction tools and tackles shall be posted at site by the contractor till the completion of the work. The contractor shall arrange for such safety devices as are necessary for this type of work and carryout the requisite site test of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
16. The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
17. The contractor shall ensure that no damage is caused to any person/any existence work/property of customer/other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate the affected parties at his own cost.
18. All the properties/equipment/components of BHEL/its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All contractor shall return them in good conditions as and when required by BHEL/its customer. In case of non-return, loss, damaged, repairs, etc., cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
19. It shall not be obligatory on the part of BHEL to supply any tools and tackles or depending upon availability, possibility, BHEL/its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them subject to the conditions laid down by BHEL/its customer from time to time. Unless paid in advance, such hire and other charge shall be recovered from out of dues to the contractor or security deposit in one installment.
20. The contractor shall store all materials in proper manner so as to avoid contamination and deterioration. Should the place where the materials are stored by the contractor be required by the Engineer-in charge for any other purpose, the contractor shall make arrangements to clear the space within such time as may be instructed by the Engineer-in-charge.



21. The contractor shall not claim any compensation due to reduction in the scope of work due to changes in design, which curtail the quantum of work.
22. The contractor shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to the acts of contractor/his personnel.
23. In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be mutually agreed upon.
24. Any delay in completion of work or non-achievement of periodical targets due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
25. The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate and co-ordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
26. The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative be furnished to BHEL for record purpose.
27. In case there is no specification laid down in the contract for a class of work, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
28. NO levy, 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, demanded if charged.
29. No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
30. The contractor shall take all reasonable care to protect the materials and the work till such time the plant/equipment has been taken over by BHEL/its customer. It will be the responsibility of the contractor to ensure safe lifting of the equipment to avoid damaged/accidents.
31. Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.
32. The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The Contractor shall also demolish the entire hutment's sheds, offices, etc. Contractor shall also demolish the entire hutment's sheds, office, etc. Constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses for the same shall be recovered from the contractor.
33. The contractor shall execute the work in the most substantial and work man like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and / or as per the instructions of the Engineer.
34. The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date-wise and category-wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.
35. **Gate Pass** for entry into power station area may/would be required for all the persons deployed by the contractor at site. Special permission would be required for working beyond normal working hours. The contractor shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer



shall provide necessary help and guidance for the same. Completion time is the essence of the contract. Hence the contractor may be required to arrange working in extended working hours/ round the clock working to achieve scheduled completion date.

36. The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked for the project. For movement in area other than earmarked for project prior permission of BHEL Engineer is required. The contractor shall abide by all the rules and regulations of the customer/BHEL.
37. Establishment of Site Office - Contractor will be required to maintain good office at site with necessary infrastructure and staff. The contractor should have a Computer System with Printer & UPS (for guidance).
38. The Contractor shall deploy all skilled, semi-skilled and unskilled workers and should hold valid certificates wherever necessary. The contractor shall deploy only experienced supervisory staff to carry out the erection work and control his workmen. BHEL reserves the right to insist on removal of any employee of contractor. In the event of increasing or decreasing the category of workers, supervisors the contractor shall obtain the prior approval of BHEL's site-in-charge..

14 Action in case of defective works:

If in the opinion of the BHEL Engineer any of the works, are executed with defective workmanship, the contractor(s) is/are when required by the BHEL Engineer forthwith to re- execute the same and to substitute proper materials and workmanship and in case of default of the contractor(s) in so doing within a week the BHEL Engineer is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).

15 Contractor liable for damage and imperfections for twelve months on completion

Any defects, shrinkage or other faults which may appear within twelve months from the completion of the structure arising out of defective or workmanship are upon the direction of the BHEL Engineer to be amended and made good by the contractor(s) at his/their own cost unless the BHEL Engineer shall decide that he/they ought to be paid for the same and in cases of default BHEL may recover from the contractor(s) the cost of making good the work.

16 Responsibilities of contractor for damage

From the commencement of the work to the completion of the same, they are to be under the contractor(s) charge. The contractor(s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold BHEL harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor(s) or of any one in his/their employ during the execution of the works.

17 No claim to any payment of compensation for alteration and restriction of works

If at any time before or after the commencement of the work, BHEL, shall for any reason whatsoever-

Cause alterations, omissions or variations in the drawings and specification involving any curtailment of the works as originally contemplated, or not required the whole work as specified in the tender to be carried out.

The contractor(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reasons of alterations omissions or variations or in consequence of the full amount of the work not having been carried out.



But the contractor(s) shall be entitled to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered into any engagements or made any advances to labour or taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

18. PROJECT INFORMATION

This hydroelectric station uses water from Rammam and Lodhama weirs constructed on Rammam River and its tributary Lodhama Khola; these are the tributaries of Teesta River. The power house is located at a distance of 77 km from Darjeeling, West Bengal. The intercepted catchment area is 209 km². Four units of 12.75 MW each have been installed with a firm power of 14 MW. West Bengal State electricity Board commissioned the project in 1995-96.

Project address:

Rammam HP stage-II
M/S WBSEDCL.
PO Lodhama Hat
Distt. Darjeeling(WB) 734201

Owner	:	M/S WBSEDCL.
Site Of Project	:	RAMMAM STAGE-II,
Nearest City	:	77 KM FROM DARJLEEG
NEAREST RAILWAY STATION	:	NEW JALPAIGURI
NEAREST AIRPORT	:	BAGDOGRA



PART – I
TECHNICAL BID
Annexures



ANNEXURE-A

OFFER OF THE CONTRACTOR

SR. MANAGER (ESH)
EXTERNAL SERVICES HYDRO
GOLDEN JUBILEE BLOCK,
GROUND FLOOR ANNEXE,
BHEL PIPLANI, BHOPAL (M.P.) – 462022

Dear Sir,

I/We hereby offer to carry out the work detailed in Tender Specification No. (NIT No: ESH/RHP/RGMO GOV/T-01, issued by Bharat Heavy Electricals Limited BHOPAL in accordance with the terms and conditions thereof.

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

1. Instructions to Tenderers
2. General Terms and Conditions
3. Special Conditions
4. Technical Specifications
5. Price Schedule

I/We have deposited / forwarded herewith the Tender Fee and Earnest Money deposit. Details of Tender Fee and EMD payment are furnished in the check list.

EMD shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit the required amount of Security Deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL BHOPAL.

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

Signature of the Tenderer
Address

PLACE :
DATE :



ANNEXURE -B

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE : - Bidder shall fill in the following details and no column should be left blank.

1.	Name & Address of the Bidder	
2.	Fax / Email Address	
3.	Phone No. (Office)	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	Bidder's proposal No. & date	
6.	Whether Tender Fee submitted By EFT Please give details.	
7.	Whether EMD submitted By EFT. Pl. give details.	
8.	Validity of offer / rates quoted for three months from the offer date	Yes / No
9.	PAN No. Photocopy enclosed	Yes / No (PAN NO. _____)
10.	GSTIN (If Applicable) photocopy enclosed	
11.	Financial status in the format at Annexure "C"	Yes / No
12.	Detail of experience in the format at Annexure "D"	Yes / No
13.	Month wise Manpower Deployment Plan in the format at Annexure "E"	Yes / No
14.	List of tools & tackles in the format at Annexure "F"	Yes / No
15.	Attested copy of power of attorney	Yes / No
16.	Details about type of the firm with relevant supporting document	Yes / No
17.	Declaration sheet in the format at Annexure "G"	Yes / No
18.	Whether signed copy of tender document submitted	Yes/No
19.	No Deviation Filled (Technical) as per Annexure "H"	Yes / No
20.	No Deviation Filled (Commercial) as per Annexure "I"	Yes / No
21.	Certificate conforming knowledge about site condition as per Annexure "J"	Yes / No

Signature of the Bidder with seal



ANNEXURE – C

FINANCIAL VIABILITY

1.	Owner's capital in the business (in case of partnership, please mention percentage shares and amounts)		Rs.
2.	Quantum of business done during the Three financial years	2018-19	Rs.
		2017-18	Rs.
		2016-17	Rs.
3.	Value of fixed assets of the businesses in last three financial years	2018-19	Rs.
		2017-18	Rs.
		2016-17	Rs.
4.	Guarantee limits (if any) enjoyed by the firm		Rs.
5.	Over draft limits (if any) enjoyed by the firm		Rs.
6.	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)		

Note:-

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

Name & signature of the bidder
(seal)



ANNEXURE - D

INFORMATION OF SIMILAR JOBS EXECUTED / IN PROGRESS IN PAST (as on 04th August 2019)

Sl.No.	Agency by whom awarded along with name & contact no. of concerned person	Particulars of the work awarded	Work Order No. with Date	Work Order value	Date of completion

Name & signature of the bidder

(Seal)



ANNEXURE – E

MONTHWISE MANPOWER DEPLOYMENT PLAN

Sl. No.	Category	Manpower Deployment indicating no. of persons		
		Months		
		1 st	2 nd	3 rd
1	Governor expert			
2	Supervisor			
3	Cabling Expert			
4	Skilled Workers			
	a) Electrician			
	b) Welder			
	c) Crane operator			
	d) Driver			
	e) Fitter			
	f) Slinger			
	g)			
	h)			
	i)			
4	Unskilled workers			

Name & signature of the bidder

(Seal)



ANNEXURE – F

LIST OF TOOLS AND TACKLES

Sl. No.	Name of equipment	Quantity Owned	Quantity proposed to be deployed for this job

Name & Signature of the bidder
(Seal)



ANNEXURE – G

DECLARATION SHEET

I / We, (NAME OF THE FIRM)
..... hereby certify that, all the information and data furnished by me /
us with regard to this Tender Specification (NIT No.)
..... are true and complete to the best of my / our knowledge. I / We
have gone through the specification, conditions and stipulations in detail and agree to
comply with the requirements and intent of specification.

I / We, further certify that I / we am / are the duly authorized representative(s) of the
under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

I / We, hereby declare that I / we shall treat the tender documents, drawings, specifications
and other records connected with the work as secret / confidential and shall not
communicate information / derived there from to any persons other than a person to whom
I / We am / are authorised to communicate the same or use the information in any manner
prejudicial to the safety of the same.

Tenderer's Name & Address:

Name & signature of the bidder
(Seal)



ANNEXURE – H

CERTIFICATE OF NO-DEVIATION (TECHNICAL)

I/WE, M/s

.....
(Name of bidder)

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS-TECHNICAL OTHER THAN MENTIONED BELOW AND I/WE AGREE TO ALL OTHER TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION-TECHNICAL WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS:

S.N.	Tender Spec. Ref doc.	Clause Reference	Clause description as appearing in tender document	Deviation
1.0				
2.0				
3.0				
4.0				
5.0				
6.0				
7.0				

SIGNATURE OF THE BIDDER WITH SEAL



CERTIFICATE OF NO-DEVIATION (COMMERCIAL)

I/WE, M/s

.....

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS-COMMERCIAL OTHER THAN WHAT ARE MENTIONED BELOW AND I/WE AGREE T

O ALL OTHER TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION-COMMERCIAL WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS:

S.N.	Tender Spec. Ref doc.	Clause Reference	Clause description as appearing in tender document	Deviation
1.0				
2.0				
3.0				
4.0				
5.0				
6.0				
7.0				

SIGNATURE OF THE BIDDER WITH SEAL



ANNEXURE – J

CERTIFICATE CONFORMING KNOWLEDGE ABOUT SITE CONDITION

REFERENCE : NIT NO. ESH/RHP/RGMO GOV/T-01

We, M/S _____

hereby declare and confirm that we have visited the project site at Rammam stage-II HP in West bangal as referred in BHEL's Tender Specification under reference above and acquired full knowledge and information about the site conditions. We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature on account of lack of knowledge or non-familiarization of site conditions.

SIGNATURE OF THE BIDDER WITH SEAL



External Services Hydro, BHEL Bhopal

ANNEXURE-K

LIST OF SIMILAR INSTALLATIONS

S. No.	BHEL/Cu stomer	Location	Customer's PO No. & Date	Year of putting into operation	Details of works executed	Capacity of Plant commissioned
(1)	(2)	(3)	(4)	(5)	(6)	(7)

NOTE :

Supplementary document such as PO, completion certificate are to be attached.

Name of Firm : _____
Signature of Bidder : _____
Name of Bidder : _____
Designation : _____
Date : _____

Seal of Company



Annexure-L

ENCLOSURES

THE FOLLOWING DOCUMENTS ARE TO BE ENCLOSED SEPARATELY AND SUBMITTED ALONG WITH THE TECHNICAL BID

1. EMD OF Rs. **81367.00** IN PRESCRIBED FORM
2. TENDER FEE OF Rs. 2000/- IN PRESCRIBED FORM
3. ORGANISATION STRUCTURES
4. TYPE OF FIRM WITH SUPPORTING DOCUMENTS LIKE PARTNERSHIP DEED, MEMORANDUM OF ARTICLE OF ASSOCIATION ETC.
5. ATTESTED COPY OF POWER OF ATTORNEY
6. GSTIN REGISTRATION NUMBER WITH CERTIFICATE
7. PHOTO COPY OF PAN CARD
8. SUPPORTING DOCUMENT FOR QUALIFYING CRITERIA AS MENTIONED IN SPECIAL CONDITIONS FROM CLAUSE No. 3.1 TO 3.3



ANNEXURE – M

Contract Agreement

(To be executed on non –judicial stamp paper of Rs. 100/- duly issued from State of Madhya Pradesh)

THIS AGREEMENT MADE THIS..... DAY OF 201....
Between BHARAT HEAVY ELECTRICALS LIMITED, Bhopal (A Government of India Enterprise)
a Company incorporated under the Companies Act 1956, having its registered office at BHEL
House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

.....
..... (hereinafter called the `Contractor`) of
the SECOND PART.

WHEREAS M/s state that they have acquired and
possess extensive experience in the field of
..... and whereas in response to an
Invitation to Tender No..... dated issued by BHEL for the execution of
..... the Contractor submitted their offer dated..... And whereas
BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter
of Intent No..... dated..... Read with the reference cited therein.

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

That the Contractor shall execute the work of
..... and more particularly described in Tender
specification (hereinafter called the said works) in accordance with and subject to terms and
conditions contained in these presents, Instructions to Tenderers, General Conditions of
Contract, Special Conditions, annexures, Letter of Intent
dated and such other instructions, drawings, specifications given to him from
time to time by BHEL.

The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved
securities / Bank Guarantee valid upto for a sum of Rs..... (Rupees
.....) towards satisfactory performance and
completion of the Contract.

The Contractor has furnished a Guarantee bearing No..... Dated
for a sum of Rs..... (Rupees.....) executed by
.....Bank in favour of BHEL towards Security Deposit valid up
to.....(The Contractor has furnished to BHEL an initial Security Deposit of
Rs..... in cash /Approved Securities/BG for Rs..... And has agreed for recovery of the
balance security deposit by BHEL..... @ 10% of the value of work done from each running
bill till the entire security deposit is recovered).

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



That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

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

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

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

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

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

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

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

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

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

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

The following documents:-

- (a) Invitation to Tender No..... and the documents specified therein
- (b) Contractor's Offer No..... date.....
- (c) Letter of Intent No..... date
- (d)

shall also form part of & shall govern this Agreement.

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



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

For and on behalf of BHEL, Bhopal

WITNESS: -

1.
2.



ANNEXURE – N

**MODEL FORM OF BANK GUARANTEE (FOR SECURITY DEPOSIT)
(To be issued in non-judicial stamp paper of appropriate value)**

In consideration of the Bharat Heavy Electricals Limited, having its registered Office at BHEL House, Siri Fort, New Delhi (hereinafter called BHEL), having agreed to exempt (hereinafter called “the said Contractor (s)” from the demand, under the terms and conditions of the Agreement dated made between BHEL and for (hereinafter called “the said Agreement”) of Security (name of work) deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (RupeesOnly) We at the

(indicate the name of the Bank)

(hereinafter referred to as “the bank”) request of contractor(s) do hereby undertake to pay to BHEL and amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s), of any of the terms or conditions contained in the said Agreement.

We, do hereby undertake to pay the amounts due and payable

(indicate the name of the Bank) under this guarantee without any demur, merely on a demand from BHEL, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BHEL by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement. 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.....

3. We, undertake to pay to BHEL any money so demanded

(indicate the name of the Bank)

notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

We further agree that the guarantee herein contained

(indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

We further agree with BHEL that BHEL shall have the fullest

(indicate the name of the Bank) liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement 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 BHEL against



the said Contractor(s) 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(s) or for any forbearance, act or omission on the part of BHEL or any indulgence by BHEL 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) / Supplier(s).

We, lastly undertake not to revoke this guarantee during its

(indicate the name of the Bank) currency except with the previous consent of BHEL in writing.

Dated Day..... of 20

For
(indicate the name of the Bank)

Witness :

1. -----

2 -----

Note : The above format is drawn upon the model form jointly evolved by the Reserve Bank of India, the Indian Banker's Association and the Ministry of Finance, Government of India as circulated by Indian Banker's Association, Bombay vide their letter No. LA/14-61/7808 dated 1/5/1980 as such no deviations are acceptable.

To be issued in appropriate valid non-judicial stamp paper prevalent in the state where the same is executed which is to be certified by the Notary Public or any other competent officer of that state.



ANNEXURE-O

LIST OF CONSORTIUM BANKS

1. SBI
2. SBH
3. Canara Bank
4. PNB
5. BOB
6. SBT
7. Deutsche Bank
8. Citi Bank
9. HDFC
10. HSBC
11. SCB
12. ICICI
13. ABN Amro Bank N.V.
14. Corporation Bank
15. Syndicate Bank
16. Indian Bank
17. UCO Bank
18. Central Bank
19. Oriental Bank of Commerce
20. Kotak Mahindra Bank Limited
21. The Federal Bank Limited
22. United Bank of India
23. Vijaya Bank
24. Union Bank of India
25. Bank of India
26. Punjab & Sind Bank
27. Andhra Bank
28. Axis Bank



ANNEXURE P

INDEMNITY BOND

(To be issued in Non-Judicial Stamp Paper of Rs. 10/- duly issued from State of Madhya Pradesh)

WHEREAS THE (Name of the contractor) M/s. _____, having its registered office at, _____ has taken the contract for tender NO..... & Contractor's Offer No.....but the sub-contractors have also to obtain licence under the contract Labour (Regulation & Certificate under Form-V of the said rules.

So on the request of (Name of the contractor) M/s.....M/s Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in respect of the sub-contractor mentioned below. M/s, therefore, undertake to fully indemnify the M/s Bharat Heavy Electricals Limited, Bhopal from any financial implication whatsoever that may arise due to the grant of certificate in respect of sub-contractors of (name of the contractor in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

Contractor



Annexure-Q

Tentative list of tools and tackles for execution of R & M Work (for reference only)

Sl. No.	DESCRIPTION
1.	Set of D Spanner
2.	Set of Ring Spanner
3.	Set of Box Spanner
4.	Set of Screw Driver
5.	Set of Hexa Blade
6.	Set of Pipe wrench
7.	Set of Slide Wrench
8.	Set of Scrapper
9.	Set of Hammer
10.	Set of Chisel
11.	Set of Die & Tap
12.	Set of Drilling machine
13.	Set of Drill bits
14.	Set of Mechanical Jack(as required)
15.	Set of Hydraulic Jack(as required)
16.	Surface plate
17.	Set of Chain pully block
18.	Set of Grinder
19.	Set of C Clamp
20.	Set of cutting nozzle(welding)
21.	Set of Nylon Hammer
22.	Set of Nylon Sealing
23.	Set of letter Punch
24.	Set of Number Punch
25.	Set of Hole Punch
26.	Set of Plier
27.	Set of file
28.	Set of Measuring Tape
29.	Set of Jack
30.	Set of Dial Gauge
31.	Set of Measuring Scale
32.	Set of Painting Brush, airless spray gun, spray gun
33.	Set of Glass Tape
34.	Set of Mica Tape
35.	Set of Cotton Tape
36.	Set of Carbon Brush
37.	Rustalene (as required)
38.	Oil Stone (as required)
39.	Set of Engg. Blue
40.	Set of Teflon Tape
41.	Set of Locktite
42.	Holdtite (as required)
43.	Brazing Torch(as required)
44.	Cylinder Key
45.	Drill Key (as required)
46.	Set of Filler Gauge)
47.	Set of Drill Bit
48.	Set of Wire Brush
49.	Gas cutting wire (as required)
50.	Set of Gas Cutting Nozzle



Part-1 Technical Bid :Annexures

51. Set of Cutting Disc
53. Set of Grinding Disc
54. Set of DP test kit
55. Set of Vernier Calliper
56. M Seal (as required)
57. Meggar
58. Set of Wire Silling
59. Set of stud Rod
60. Set of Hand Lamp
61. Cloth (as required)
62. Cotton Waste (as required)
63. Set of Switch Board
64. Set of Halogen Lamp
65. Set of Copper Rod
66. Set of Copper Plate
67. Set of Drill Sleeve
68. Asbestos Cloth 9as required)
69. Portable Oven (as required)
70. Straight Edge (as required)
71. Set of Goti
72. Set of O Ring
73. Set of Blower
74. Red Paint (as required)
75. Black Paint (as required)
76. Yellow Paint (as required)
77. Thinner / Kerosene (as required)
78. Set of Hammer Ring
79. Set of Eye Bolt
80. Molicote (as required)
81. Set of Shim Cutter
82. Set of Gouging Rod
83. Welding Lead (as required)
84. M.S. & S.S. Electrodes (as required)
85. Cutting Electrode (as required)
86. Master Level
87. Set of Outside Micrometer
88. Inside Micrometer (as required)
89. Slip Gauge (as required)
90. Set of Allen Key
91. Right Angle (as required)
92. Set of Filler gauge
93. Set of Bur Cutter
94. All Welding Related Accessories
95. All Gas Cutting Accessories
96. All Grinding Accessories
97. Set of Scissor
98. Markening Cloth (as required)
99. Set of Depth Gauge
100. Set of Depth Gauge
101. Theodolite
102. Set of Torque Wrench (as required)
103. Hydraulic Testing Pump for Water (as required)
104. Hydraulic Testing Pump for Oil (as required)
105. Set of D-Sackle (as required)
106. Set of Turn Buckle (as required)
107. Sand Paper /Emric Cloth (as required)
108. Spirit Level (as required)



109.	Wooden Plank / Slipers (as required)
110.	Stop Watch
111.	Knife
112.	Solder Rim
113.	Vacuum Cleaner
114.	Wire Stripper
115.	Wire Crimping Tool
116.	Non-Contact Type Digital Techometer
117.	Digital Multimeter
118.	Phase Sequence Meter
119.	Tong Tester
120.	Set of Safety Halmet
121.	Set of Welding Glass / Mask
122.	Set of Leg Plier /Guard
123.	Set of Hand Gloves Cotton / Leather
124.	Set of Nose / Ear Mask
125.	Set of Hand Sleeve
126.	Set of Dangri / Apron
127.	Set of Safety Shoes /Gum Boots
128.	First Aid Box

NOTE :

- a.The above list is indicative only. Contractor has to consider all required T & P necessary for completion / execution of the contract.
- b.Sizes, specification and quantity of T&P to be considered/assessed/ensured by the contractor as may be necessary/required.
- c.Special tools available at project site shall be provided to contractor by customer



Annexure-R

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Supplier (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of GSTIN No.



ANNEXURE - S

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this tender enquiry for the subject work with detailed scope of work as per NIT conditions and specifications BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the contractor in writing in case of reverse auction the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Contractors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of reverse auction. Without this the contractor will not be eligible to participate in the event.
6. Reverse auction will be conducted on scheduled date & time.
7. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled in prescribed format as provided on case to case basis to BHEL through service provider within 24 hours of Auction without fail.
9. Any variation between the on line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of the contractor to conduct business with BHEL as per prevailing procedure.
10. **On successful completion of RA proceedings the L1 bidder shall be required to submit detailed billing break up with in 01 week by indicating unit rate against each and every item of the price schedule and the same shall be applicable with due approval from BHEL for processing payments.**
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.



PRICE BID

THIS PART IS TO BE FILLED AND
SIGNED WITH DATE AND COMPANY SEAL AND TO BE
SUBMITTED AS PART – II OF THIS TENDER IN A SEPARATE
ENVELOPE MARKED AS **PRICE BID**



Sub : Replacement of existing governor with new microprocessor based digital Governor of all four no (4 no) units at 4 x 12.75 MW RAMMAM STAGE-II , WBSEDCL SILIGURI, (WB)		
NIT No.: ESH/RHP/RGMO GOV/T-01		
SUMMARY OF PRICE SCHEDULE		
Sl No	Description	Amount in Rs.
1	Overall dismantling existing governor	20.00%
2	Installation of governors, cabling	25.00%
3	Machine Running and Test	40.00%
4	Handing over to the customer	10.00%
5	warranty period	5.00%
	TOTAL (%)	100.00
	Grand Total of price Schedule in figures	
	Grand total in words	
NOTE		
1	ONLY GRAND TOTAL PRICE OF THE COMPLETE PACKAGE TO BE QUOTED.	
2	The price quoted by the bidder shall be inclusive of all taxes and duties except for GST applicable on service portion of the works, which shall be reimbursed to the contractor at rate prevailing at the time of services rendered.	

