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## TENDER SPECIFICATION

**TENDER NO. BHEL/ NR/SCT/ TISHREEN/ TPT & MM / 767**

**FOR**

**“Customs clearance, Port handling, Inland Transportation and Material Management for 2 x 200 MW Tishreen Power Plant Extension Project, Tishreen, Syria”**

### **PART I – TECHNICAL BID**



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



ISO 9001, ISO 14001 and  
OHSAS 18001 certified  
company  
SubContract and Purchase  
Deptt.

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
**Plot No. 25 , Sector - 16A ,**  
**Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)**  
**Phone: 0091-0120-2416251 / 2515464 /**  
**Fax 091-0120-2515464 / 2515467**  
**Email: msd@bhelpsnr.co.in/sca@bhelpsnr.co.in**

**TENDER NO. TENDER NO. BHEL/ NR/SCT/ TISHREEN/ TPT & MM/767**

**IMPORTANT NOTE**

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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Rev 00  
6<sup>th</sup> July  
2010

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



**NOTICE INVITING TENDER (NIT)**  
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**  
**OR**  
**PURCHASE TENDERS FROM THIS OFFICE ALSO**

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To

Dear Sir/Madam,

**Sub : NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	<b>TENDER NO. TENDER NO. BHEL/ NR/SCT/ TISHREEN/ TPT &amp; MM/767</b>
ii	Broad Scope of job	Customs clearance, Port handling, Inland Transportation and Material Management for 2 x 200 MW Tishreen Power Plant Extension Project, Tishreen, Syria”
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <span style="float: right;"><i>Applicable</i></span>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <span style="float: right;"><i>Applicable</i></span>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> <span style="float: right;"><i>Applicable</i></span>
d	Volume-ID	<i>Forms and Procedures</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <span style="float: right;"><i>Applicable</i></span>
iv	Issue of Tender Documents	<ol style="list-style-type: none"> <li>1. <b><u>Sale from BHEL PS Regional office at :</u></b> Start : 15 /01/2011 , Time : 10:00 Hrs. ( IST ) Closes: 04/02/2011 , Time : 12:00 Hrs. ( IST )</li> <li>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) Tender documents can however be downloaded from website till due date of submission</li> </ol> <span style="float: right;"><i>Applicable</i></span>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date : 04 /02/2011, Time : 15.00 Hrs (INDIAN STD TIME)</i> <i>Place : NOIDA(UP)--INDIA</i> <span style="float: right;"><i>Applicable</i></span>
vi	OPENING OF TENDER	<i>1/2 hour after the latest due date and time of Offer submission</i> <i>Notes:</i> <i>(1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</i> <i>(2) Bidder may depute representative to witness the opening of tender</i> <span style="float: right;"><i>Applicable</i></span>

vii	EMD AMOUNT		<i>Not Applicable</i>
viii	COST OF TENDER		<i>Applicable/Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 25/01/2011 . Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Date : __/__/____, Time : Place :</i>	<i>Applicable / Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Tenderer is required to enter into an Integrity Pact (I P) with BHEL against this tender / contract by signing and stamping all the pages of I P by authorized representative as per the Format enclosed. Tenderer, who do not accept at this and do not comply with this requirement shall not be considered against this tender.  <b><u>IEM Details:</u></b> <b>Shri D. P . Bagchi, IAS (Retd), Y-165, Regency Park-II, Phase IV, DLF City, Gurgaon- 122009</b> <b>Tel: +91-124- 4040876,+91-9818264645</b>	<i>Applicable/Not Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) <b><u>and not in the newspapers</u></b> . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.

5.0 Procedure for Submission of Tenders: The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped)

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<p><u>ENVELOPE – I superscribed as :</u>                      PART-I (TECHNO COMMERCIAL BID)                      TENDER NO : <b>TENDER NO. BHEL/ NR/SCT/ TISHREEN/ TPT &amp; MM /767</b>                      NAME OF WORK : Customs clearance, Port handling, Inland Transportation and Material Management for 2 x 200 MW Tishreen Power Plant Extension Project, Tishreen, Syria”                      PROJECT: <b>2X200 MW TISHREEN TPS, SYRIA</b>                      DUE DATE OF SUBMISSION: 04/02/2011 ( 15:00 Hrs IST )</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><u>Note:</u></p> <p>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	

ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

<b>PART-I B</b>		
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	NOT APPLICABLE
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <u>OR</u> Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender  2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)	NOT APPLICABLE

<b>PART-II</b>		
	PRICE BID consisting of the following shall be enclosed	
	<b>ENVELOPE-III</b> superscribed as: PART-II (PRICE BID) TENDER NO : <b>TENDER NO. BHEL/ NR/SCT/ TISHREEN/ TPT &amp; MM /767</b> NAME OF WORK : Customs clearance, Port handling, Inland Transportation and Material Management for 2 x 200 MW Tishreen Power Plant Extension Project, Tishreen, Syria" PROJECT: <b>2X200 MW TISHREEN TPS, SYRIA</b> DUE DATE OF SUBMISSION: 04/02/2011 ( 15:00 Hrs IST )  <b>CONTAINING THE FOLLOWING</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	
<b>OUTER COVER</b>		
	<b>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO : <b>TENDER NO. BHEL/ NR/SCT/ TISHREEN/ TPT &amp; MM /767</b> NAME OF WORK : Customs clearance, Port handling, Inland Transportation and Material Management for 2 x 200 MW Tishreen Power Plant Extension Project, Tishreen, Syria" PROJECT: <b>2X200 MW TISHREEN TPS, SYRIA</b> DUE DATE OF SUBMISSION: 04/02/2011 ( 15:00 Hrs IST )  <b>CONTAINING THE FOLLOWING:</b>	

i	<ul style="list-style-type: none"><li>o Envelopes I</li><li>o Envelopes II</li><li>o Envelopes III</li></ul>	
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**SPECIAL NOTE :** All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

Offer can also be sent through e-mail at following mail address. In such a case Both Part-I And Part-II of the offer should be sent and offer in two parts must reach before due date and time of submission. Part-II (Price Bid) should be sent as pass word protected. Pass Word shall be communicated by the bidder to the undersigned on the date of price bid opening. Original copy of the offer should be dispatched prior to due date of submission of offer.

Mail ID sca@bhelsnr.co.in

7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **Assessment of Capacity of Bidders: Not applicable for this tender**

**Bidders capacity for executing the job under tender shall be assessed as per the following:**

I. **Assigning Weightages (A) for Similar Jobs Under-Execution:** Weightages shall be worked out and assigned based on the average number of Similar Works under execution including works yet to be commenced by the agency, in the following manner:

i). **Number of Similar Jobs**

- a) No. of jobs in BHEL, PSER : Say 'J'
- b) No. of jobs in BHEL, PSSR : Say 'K'
- c) No. of jobs in BHEL, PSWR : Say 'L'
- d) No. of jobs in BHEL, PSNR : Say 'M'
- e) No. of jobs with other customers\* : Say 'N' (\*: Other than BHEL PSER, PSSR, PSWR & PSNR)
- f) Average No. of Jobs is 'P' = (J+K+L+M+N) divided by 5

ii) **Weightage "A" assigned to bidders based on Average Number of jobs "P";**

- a) If 'P' = 0-1, "A" will be equal to '3'
- b) If 'P' = 2-3, "A" will be equal to '2'
- c) If 'P' = 4-5, "A" will be equal to '1'
- d) If 'P' is Above 5, "A" will be equal to '0'

II. **Weightage "B" for Quarterly Performance Reports of Vendors:** This shall be based on the averages of the net weighted score obtained by the bidder for the jobs under execution (excluding works not commenced) for the quarter previous to the last quarter reckoned from the date of latest due date of submission, in all four Regions i.e BHEL PSER, PSSR, PSWR & PSNR, in the following manner.

i). **Ratings by Power Sector Region:**

- a) PS ER's Rating 'Rer' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
- b) PS WR's Rating 'Rwr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
- c) PS SR's Rating 'Rsr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
- d) PS NR's Rating 'Rnr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n

e) Over all Power Sector Region Rating ' $R_{BHEL}$ ' = (Rer+ Rwr+ Rsr+ Rnr) divided by 4

(where " $X_1, X_2, X_3, \dots, X_n$ " is the net weighted score obtained by the bidder as per the "Evaluation of Contractor Performance (Quarterly)" against the various contracts 'n' under execution in the respective Region).

ii) Weightage "B" assigned to bidders based on Overall Power Sector Rating ( $R_{BHEL}$ ):

- a) If  $R_{BHEL}$  is 80% and above, "B" will be equal to '6'
- b) If  $R_{BHEL}$  is > 70% < 80%, "B" will be equal to '5'
- c) If  $R_{BHEL}$  is > 60% < 70%, "B" will be equal to '4'
- d) If  $R_{BHEL}$  is = < 60%, "B" will be equal to '0'

III. Evaluation of Bidders capacity to execute the job under tender: shall be based on the sum of scores obtained in 'A' and 'B', as below:

- a) 6 or above : Considered 'Qualified' for the job under tender
- b) Less than 6: Considered 'NOT Qualified' for the job under tender

IV. Explanatory note:

- a) Similar work means Boiler or Turbine or Civil or Electrical or CI, etc irrespective of rating of Plant
- b) Quarter shall be as per the quarter defined in the "Evaluation of Contractor performance (Quarterly)". For contracts where annexed Quarterly Evaluation performance was not part of the contract, 'Quarterly Performance Reports' previous to the last quarter reckoned from the date of latest due date of submission, given by the respective project site against the contract will be the basis for evaluation.
- c) Vendors who are not executing any jobs presently in the Region and first timers to the Region, may be considered subject to satisfying all other tender conditions
- d) 'Under execution' shall mean works in progress upto Boiler Steam Blowing (for Boiler and Auxilliaries) or Synchronisation (for all other jobs including Civil) shall be considered.

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender

- documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
- 'Stand alone' bidder cannot become a prime bidder or a consortium bidder in a consortium bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected. .
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 Order of Precedence

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

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

SDGM(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List .
03. Format for Integrity Pact.
04. Other Tender documents as per this NIT.

**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	
TENDER NO.	

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	<b>Submission of Integrity Pact duly signed (if applicable)</b>	Applicable	
B	<b>Assessment of Capacity of Bidder to execute the work as per sl no. 9 of NIT (if applicable)</b>	Not Applicable	
C	<p><b>Technical</b></p> <p>i) Tenderers who wish to participate should have executed during last seven years as on the date of technical bid opening, similar nature works of custom clearance, Port handling, material transportation and its material handling. (Relevant document in support of above shall be submitted)</p> <p>ii) Tenderer should have experience of transportation of heavy consignments and should have executed work of transportation of single piece consignment weighing 100 MT or above during last seven years as on date of technical bid opening (Relevant document in support of above shall be submitted)</p> <p>iii) Tenderer is required to submit unconditional compliance to <b>ARTICLE 11 OF THE UNIFORM SYSTEM OF CONTRACTS LAW NO. (51), DECREE NO. 450 OF MINISTRY OF FINANCE, SYRIA ARAB REPUBLIC</b> as per format given in Annexure -III of TCC- page no.- 43).</p> <p>iv) Tenderer should be a company registered in Syria in one of the Chambers of Commerce or Industry. (Relevant document in support of</p>		

	above shall be submitted).  v) Tenderer is required to enter into an Integrity Pact (I P) with BHEL against this tender / contract by signing and stamping all the pages of I P by authorized representative as per the Format enclosed. Tenderer, who do not accept at this and do not comply with this requirement shall not be considered against this tender.		
D 1	<b><u>Financial</u></b> <b><u>TURNOVER</u></b> Tenderers should have an average annual turnover of minimum of <b>72 Million SYP (Syrian Pound) or Equivalent</b> based on the audited accounts of last three financial years (2007-08, 2008-09 & 2009-10). The equivalent value in SYP shall be calculated as 1 EURO = 61.45 SYP and 1 USD = 46.65 SYP. Tenderers shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.		
2	<b>NETWORTH</b>	Not Applicable	
3	<b>PROFIT</b>	Not Applicable	
E	<b>Approval of Customer (if applicable)</b>  <b>Note: Names of bidders who stand qualified after compliance of criteria A to E shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.</b>	<b>Applicable</b>  ( Bidder's selection is subject to approval of BHEL's customer M/s PEEGT )	
F	<b>Consortium criteria (if applicable)</b>	Not Applicable	

**. Explanatory Notes for QR 'C' (Technical)**

1. The word `Executed' means the tenderer should have achieved the criteria specified in the QR even if the total contract has not been completed or closed.
2. If the Qualifying work is executed in the 7 years period as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

**ANNEXURE - 2**

**CHECK LIST**

**NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: Please tick ( <input checked="" type="checkbox"/> ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)

Rev 01  
6<sup>th</sup> JULY  
2010

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS LIMITED



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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I : Project Information

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### PROJECT SYNOPSIS

1. Name of the Owner : Public Establishment of Electricity for Generation and Transmission (PEEGT), Syrian Arab Republic
2. Address : PEEGT, Damascus, Syria.
3. Installed capacity : 2x200 MW in operation.
4. New Installation : 2X200 MW
5. Nearest Railway station : -
6. Nearest City : DAMASCUS- 50 KMS
7. Nearest Airport : DAMASCUS- 20 KMS
8. Altitude : 606.7 mtrs Above Sea Level  
Seismic Force UBC 1997 Zone 3

Syrian Arab Republic is situated in the Middle East, at eastern end of the Mediterranean Sea, between Turkey and Lebanon. Its climate is hot and dry in summer. Hottest month is August. Its Cold and wet in winter with occasional snow. Wettest and coldest month is January. Coastal region has typical Mediterranean climate. Spring (March – April) and autumn (September - October) are very pleasant. Major Cities of Syria are Damascus (capital), Aleppo, Latakia and Homs. Main languages spoken are Arabic (official), Kurdish, Armenian, Aramaic, Circassian, French widely understood.

### CLIMATIC CONDITIONS

- a) Maximum temperature : 45 ° C
- b) Minimum temperature : 2 ° C
- c) Maximum Relative Humidity : 72%
- d) Minimum Relative Humidity : 36%
- e) Average Annual rainfall : 234 mm
- f) Height above MSL : 606.7 m

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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### 2.0 GENERAL SCOPE OF WORK

The work to be carried out under the scope of these specifications is broadly as under:

1. Port/ customs clearance, loading on carrier and inland transportation.
2. Unloading, Verification, Stacking & Preservation at project site.

### 2.1 BRIEF DETAIL OF SCOPE OF WORK

**2.1.1 Receiving, customs clearance & handling approximately 41,000 MT of plant materials and other equipments (including temporary import equipments) from hook of shipping vessels at Port of Syria (Containerized & Break Bulk Cargo) and transporting them to project site at Tishreen.** Materials will mostly be received at Tartous port, however some materials may be received at Latakia/other port and at Damascus Airport.

- a) Inspection of roads, bridges, culverts etc between the port and site.
- b) Co-ordination with local Port authorities, Customs, other Authorities of Government of Syria, BHEL's Customer "The "PUBLIC ESTABLISHMENT OF ELECTRICITY FOR GENERATION & TRANSMISSION"(PEEGT)" (PEEGT), and / or their Consultant.
- c) arranging all necessary clearances including stevedoring, Port & customs clearance etc. All payments for port fees, stevedoring, landing charges including terminal handling fees, vessel discharging fees, storage fees , container security deposit, agency fees, radiation fees **etc except customs duty** shall be borne by the contractor in the finally accepted rates. No additional payment shall be made by BHEL on this account. Only Customs duty shall be payable by BHEL/ PEEGT.

It will be the responsibility of Contractor to collect all relevant papers like duty free letter (if any), Bank permit, original or copy of B/L with letter from Shipper etc from BHEL office. Contractor shall be intimated over phone / e-mail about the readiness of papers. After receipt of papers contractor will arrange custom clearance & discharge letter from shipping lines / Airlines. Contractor will make payments for container security, demurrage (if any).

- d) unloading of cargo from the vessel and verification of boxes as per Bill of lading.
- e) de-stuffing & releasing of containers (wherever required). In case container is taken to site for de-stuffing, transportation of empty container back to port within the required period included in the scope. If the container is not returned back within the

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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**required** period, any charges levied shall be payable by the contractor and no additional payment shall be made by BHEL.

- f) placement of truck / trailers at designated place, loading of cargo on the carriers, lashing / anchoring of cargo as per drawings / directives of BHEL.
- g) arranging all necessary permits and safe & expeditious transportation of material from port of receipt to site stores.
- h) scope also includes providing all equipments, facilities, manpower including supervision, and consumables like wooden sleepers, tarpaulins, plastic and fireproof covers etc. for doing the transportation work specified in this tender.
- i) As the delivery of most of the materials will be taken by the contractor at Tartous Port of Syria, the contractor shall have to maintain an establishment at the port in addition to his establishment at project site.**

**2.1.2 Unloading, Verification, Stacking, Issue** etc of approximately 41000 MT of plant & other materials of Boiler, Steam Turbines, Generators, Fans, Dry cooling Tower etc received at site stores and their preservation ( including supply of preservatives) as required. Scope also includes providing all equipments (tools & plants) and facilities, manpower including supervision, and consumables like concrete/wooden sleepers, tarpaulins, plastic and fireproof covers , paints etc. for doing the material management work specified in this tender. **It shall be the responsibility of the party to get the materials properly re-stacked through 'Material Receiving Agency' after issue of the material before issue of out gate-pass of the material.**

## **2.2 Following are applicable for all works briefed above.**

- 2.2.1. The contractor is to use suitable cranes / trucks / trailers ( **with valid permits as per local Syrian laws**), other material handling equipments including all necessary small / major T&Ps (**with valid test certificates as per local Syrian laws**) and Operators (**with valid license as per local Syrian laws**) required for the above works. As the materials are to be discharged directly from vessel, bidders should be equipped with sufficient number of Trailers, Trucks and T&Ps for taking the direct discharge. Any demurrage charges, detention charges of vessel or storage charges of cargo due to non-availability of such equipments shall be to the contractor's account.
- 2.2.2. **Annexure-I attached with this NIT gives** the general idea about the weights and dimensions of some of the major components / equipments to be

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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handled by the contractor. The weights and dimensions shown are approximate and are liable to vary. Quantities mentioned in the rate schedules are also approximate and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. **The contractor has to handle whatever actual materials are received for the project irrespective of any variations and the payment shall be made for the actual gross tonnage handled.** Quantity Variation shall be dealt with as per clause 2.14 of PS:MSX:GCC REV00

- 2.2.3. Temporary trans-shipment & storage at Port and in transit, if required, shall also be in the contractor's scope. Damages, if caused to Public / Pvt. Properties enroute shall be repaired to the satisfaction of the authorities. All clearances for such inland transportation within Syria shall also be taken by the contractor. Necessary permits with fees required for such work shall be in contractor's scope.
- 2.2.4. Payment of all demurrage / wharfage that results due to contractor's faults would be the responsibility of contractor and to his account. If BHEL have to make payment of such demurrage / wharfage/ together with freight, the amount so paid as demurrage / wharfage, for the reasons stated above, shall be would be recovered from bills of the contractor.
- 2.2.5. In any case contractor will pursue with concerned carrier / Port authorities at all level (local / HQ etc.) for waiver / reduction to the minimum of such demurrage / wharfage charges. Whenever such demurrages / wharfage become payable due to reasons not attributable to contractor, contractor will immediately bring it to the notice of BHEL with specific request to bear such charges. The decision of the BHEL in such case will be final and binding on the contractor.
- 2.2.6. The contractor has to ensure the unloading and removal of materials from unloading place within the permitted time and ensure to keep the area free and avoid jamming. Any loss to BHEL on this account shall be recovered from the contractor.
- 2.2.7. It would be responsibility of the contractor to examine the packages, consignments etc. on arrival and bring to the notice of carriers / port authority and BHEL authorities regarding loss / damages, if any, observed in the consignments whose delivery is proposed to be taken. **In case of damaged consignments, appropriate documents along with photographs for insurance purpose, have to be submitted.** Before taking delivery, particularly of consignments in 'smalls' the weight of the package shall be checked with the invoiced weight of the packages and any discrepancy shall be reported

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## Chapter - II : Scope of Works

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immediately to BHEL / carriers. **In all cases of loss / damages, the contractor will take open delivery from the carriers and forward such open delivery certificates (ODC) to the Engineer with in 07 days of receipt of such consignment.** BHEL reserves right to claim losses, if any, accrued to BHEL in the event of contractor non-compliance to above.

- 2.2.8. In case of short delivery and non-delivery, immediate notice of loss shall be filed with the concerned Authority at places of dispatch and destination as also at any intermediate stations, if it is different one, under intimation to BHEL authorities at site.
- 2.2.9. Any discrepancy shortage / damage found in the consignment after taking delivery from the carriers / ports after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such accounts is recoverable from the contractor.
- 2.2.10. Obtaining all necessary documents and approvals from relevant authorities for '**Temporary Imports**' and getting customs clearance, including coordination for release of bank guarantees/ documents (if any given by BHEL for Temporary Imports) is included in the scope of the contractor.
- 2.2.11. BHEL reserves the right to recover from the contractor any loss which arises out of undue delay / discrepancy / shortage / damages/ lack of proper documents or any other cause during transit between the Ports / weigh bridges and BHEL storage yard / store sheds / Project site or during unloading at ports / storage yard / store shed / project site or during stacking or any time during the custody of contractor.
- 2.2.12. **Under the scope of this contract, it shall be the responsibility of contractor to carry out Inspection of roads and bridges.** The contractor shall, within one month or earlier from the date of commencement of this order, inspect all roads and bridges between the port of destination and the work site for the purpose of determining the suitability of the vehicles traffic that are carrying the materials and equipment of the project. He shall also carry out another inspection two months before the arrival of any heavy load materials and equipment. **A representative of BHEL & Customer(PEEGT )shall also participate in these two inspections.** A comprehensive report of both the inspections shall be submitted immediately after each inspection and got approved by PEEGT. In case these roads & bridges require repairing, strengthening , supporting or leveling then the same has to be explicitly mentioned in the report. PEEGT will arrange for necessary repairs etc based on this report.

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- 2.2.13. It will be the responsibility of the contractor to keep in touch with Port of Syria Authorities, M/s PEEGT and BHEL site to find out the arrival of consignments, placement of truck / trailers at Port. The contractor shall be responsible for maintaining the joint document providing exact date and time of placement of carriers at port, taking delivery of material and release of containers, wherever required (with date and time) after destuffing.
- 2.2.14. Checking and verifying all shipments received, vis-à-vis the shipping documents under supervision of BHEL, and issuing receipt cum damage reports, including arranging inspection & surveys by customer, port authorities, shipping authorities, surveyors at Port of Entry and Site, lodging & expeditious settlement of claims. Endorsement on all the relevant documents from the relevant authorities are to be obtained by the contractor.
- 2.2.15. Providing insurance Surveyor(s) with all facilities, as per requirements of Underwriters, for damaged materials / package inspection, including reports & claims, and re-packing, as necessary shall also be in contractor's scope. The contractor shall assist BHEL in raising insurance claim in case of damage, short supply, theft or any other cause (after taking delivery of materials from Port authorities). The Contractor shall also assist in raising Material Discrepancy Report (MDR) and they will be required to provide the necessary information and inputs (like lodging of FIRs with local police stations etc) immediately after occurrence of such incidents.
- 2.2.16. Unloading from trailer at storage area / work site of heavy sophisticated equipments like Boiler drums, turbine shafts / rotors, generators, heavy motors, transformers tanks etc shall be done in the presence of BHEL representative.
- 2.2.17. In case Boiler Drum, Generator Stator & Transformer Tank are unloaded using EOT or other heavy duty crane deployed by BHEL and contractor shall be paid for same based on tonnage rate quoted against item 'B.1' of Rate Schedule.  
In case EOT/ other heavy duty BHEL crane are not available & the Generator stator, Boiler Drum & Transformer Tank are to be unloaded by the contractor using sleeper / jack method etc, Contractor shall be paid for the same based on Lump sum rate quoted against item 'B.2', 'B.3', 'B.4' of Rate Schedule.
- 2.2.18. The Contractor shall arrange for preservation of components as per BHEL's storage and preservation manual and/or as per instructions of BHEL Engineer. BHEL will provide only special preservative and pipe end caps. All other

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## Chapter - II : Scope of Works

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necessary preservatives, paints, thinners, rust preventives, grease, lubricants **etc. shall be arranged by the contractor within the finally accepted rate.** All tools & tackles and other consumables required for preservation of components **(till the time the materials is issued from stores)** including supervision shall be provided by contractor at his own cost. Preservation of components includes applying preservatives, paints, rust preventives, greasing of threaded portions, fixing of end caps in position for pressure parts, repainting of work order number/ DU numbers, component codes etc. After preservation wherever necessary, components will be stacked properly for which no additional payment shall be made. Proper tagging of verified materials shall be done for quick identification as per instruction of BHEL Engineer.

- 2.2.19. In case of apparent damages / shortages in consignments / packing noticed by the contractor, the same shall be brought to the notice of BHEL and cleared only with BHEL's consent / approval.
- 2.2.20. Consignments coming on Friday/ Saturday and on Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site engineer / authorized representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements.
- 2.2.21. Under the scope of this contract, it shall be the responsibility of the contractor to provide all necessary facilities to open the packages in the presence of the engineer, verify the contents of the packages vis-à-vis the packing list/ list provided by BHEL, repackaging wherever necessary, properly stacking them as may be directed by the engineer so as to facilitate proper handling, periodical verification/ preservation of material, receipt position, stock taking etc. for this, the contractor shall have experienced persons at site who can maintain the records of dispatch / receipt / stacking / verification / shortages / damage / missing items etc. **The verification of materials shall be carried out within 07 days of receipt of the same at site** and a report shall be submitted for the same.

For checking / verification of the components / packages with packing slips / Way Bill etc., **sufficient experienced persons and other facilities shall be provided by the contractor** as and when required by the BHEL Engineer, at no extra cost to BHEL.

- 2.2.22. All material shall be stored 6 inches above ground level by use of concrete or wooden sleepers. No material shall be left to remain on ground at any time. Material shall not be stacked in low-lying areas where it is likely to get flooded

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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during rains. Also it is possible that certain heavy items / consignments will require fabrication of a suitable shed over it. These sheds will be covered with suitable sheets or tarpaulin. **Wooden sleepers /concrete block/ sheets and tarpaulins for this purpose, wherever deemed necessary by BHEL, shall be arranged by the contractor at his own cost.** These items shall be stacked / stored properly at the location(s) specified by BHEL when not in use.

- 2.2.23. The material / equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using his own material handling equipment like Hydra crane, Fork lift etc.
- 2.2.24. Stacking of the material shall be done as per the instruction and to the satisfaction of engineer. The materials shall be so stacked that the same should facilitate easy handling. In the event of any improper stacking, BHEL may ask the contractor to restack the material properly failing which BHEL may get the job done by another agency at the risk and cost of the contractor.
- 2.2.25. The contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse / negligence shall have to be made good by the contractor.
- 2.2.26. Incase contractor is not able to unload, transport, stack the material at the pre-determined area, as per direction of the engineer for any reason attributable to the contractor (including non-availability of crane, tractor trailer and other T&P etc.). BHEL shall be at liberty to get the work done by engaging other agency /equipment / T&P etc at the risk and cost of the contractor.
- 2.2.27. If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, fence, enclosure, water pipes, cables, drains, electric / telephone poles, wire, trees or any other property or to any part of erected components, the contractor shall make the same good at his own expense. In default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses from any money due to the contractor. BHEL's decision will be final and binding.
- 2.2.28. It shall be responsibility of the contractor to keep the storage areas (closed / open) in neat and tidy conditions. They will maintain and upkeep entire storage area and passage for smooth material handling as per BHEL instructions. Any vegetation like grass, bushes, shrubs etc. shall be cut periodically in open storage area and removed as and when required and instructed by BHEL Engineer within the contractual value. All surplus / unusable packing materials shall be removed and deposited at location(s) specified by BHEL within the

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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project premises (including weighing of the same within the project premises, if required).

- 2.2.29. Certain items may be dispatched with tie rods / strips welded with frame carrying items and with trailer. These tie rods / strips are required to be cut by using Gas flame / Grinder / Saw cutting or by other method as directed by Engineer for unloading of materials.
- 2.2.30. **The contractor shall also be required to carry out work of Loading of materials including packing (as required), at Tishreen Site in their Trucks / Trailers and transporting same to Port of Syria. Obtain Port clearance, co-ordinate with local Custom / other Authorities of Government of Syria / Customer (PEEGT), Syria and / or their Consultant, obtain necessary clearances, unloading at Port & loading on vessels as required.**
- 2.2.31. Contractor shall have to arrange entry gate passes for their crew/staff at the Construction Plant Site. Necessary support in regard to forwarding of documents shall be given by BHEL.
- 2.2.32. The Contractor shall comply with the Plant security regulations in force at Site in entry, exit, movement & working inside the plant premises. The Vendor shall also ensure that all persons engaged by him for the work behave properly with BHEL and their Client. In case of any reported misbehavior, Vendor shall immediately withdraw such employee/person from work.
- 2.2.33. Contractor shall prepare, maintain and update various MM records, associated with materials management operation of BHEL at project site. Two systems of record keeping/capturing information & data at various stages are in vogue viz.

I. Manual ledgers & records.

li. Computerized database application: BHEL has developed a software

Application named E-stores that Captures all the data in the entire chain of transactions starting with Master list of project materials, records of dispatch, receipt, Inspection, issue, return, consumption etc.

Some of these records are master shipping/packing list, LR/RR register, Daybook register, stock register, records of issues to & return of materials in respect of various erection subcontractors, insurance claim records, periodical status reports in various formats covering desired aspects and output information as per BHEL/client's requirement.

Contractor will provide necessary hardware, software & stationary etc. and shall take utmost care to ensure that these properties and records are protected from

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

any Damage or loss. BHEL will recover the cost of such property / expenses of restoration from the contractor with BHEL overhead charges in case of any loss/damage attributable to negligence/failure on contractor's part.

2.2.34. Contractor shall deploy minimum following persons for Material Management at site

SL NO	ACTIVITY/DESCRIPTION	MIN. NO OF SUPERVISOR/ COMPUTER OPERATOR	MINIMUM NO. OF RIGGERS/ HELPER	REMARKS
1	MATERIAL RECEIPT/UNLOADING, COLLECTION/ BOOKINGS	2	9	TO BE DEPLOYED FROM BEGINNING
2	DETAILED VERIFICATION & PRESERVATION	1	4	TO BE DEPLOYED FROM BEGINNING
3	MATERIAL ISSUE	2	2	1 <sup>ST</sup> NO FROM BEGINNING AND 2 <sup>ND</sup> FROM 5 MONTH ONWARDS
4	RECORD KEEPING (BOILER STOCK)	2	1	FROM BEGINNING
5	RECORD KEEPING (T&P STOCK, MRC, ASSISTANCE IN INSURANCE CLAIMS, PURCHASE ETC)	1		FROM 4 <sup>TH</sup> MONTH ONWARDS

**NOTE:** THE NO. OF PERSONS INDICATED ABOVE IS TENTATIVE AND ACTUAL DEPLOYMENT MAY VARY BASED ON WORK LOAD AND SITE REQUIREMENT. HOWEVER THE DEPLOYMENT DOES NOT ABSOLVES THE CONTRACTOR FROM HIS RESPONSIBILITY TOWARDS THE SATISFACTORY EXECUTION OF THE JOB

**IN CASE THE CONTRACTOR DOES NOT DEPLOY OR DELAYS DEPLOYMENT OF ABOVE SAID MANPOWER WITH REFERENCE TO SPECIFIC INSTRUCTIONS FROM BHEL, BHEL WILL RECOVER NON-REFUNDABLE PENALTY PER MAN- DAY @ SYP 1000**

2.2.35. Contractor shall make necessary arrangements to ensure following :

- I. maintain contact with local hospital having ambulance facility, scanning & other ultra modern medical facilities required during emergency
- II. pre employment medical check for all staff & workers.
- III. adequate First Aid facilities with trained nurse are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following
  - Ambulance
  - Male nurse (in shifts)
  - Oxygen set up
  - Breathing apparatus

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## Chapter - II : Scope of Works

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- Eye wash facility
- Stretcher
- Trauma blanket
- Medicines.

The above facilities can be utilized by contractors of BHEL in case of emergency. In case, under unavoidable circumstances, if the ambulance is not available / being used elsewhere , the contractor will have to make alternate arrangement for the same

- 2.2.36. In order to meet the environmental concerns it is expected that the contractor shall plant, protect and maintain at least 100 trees or equivalent in the vicinity of the project as per the available space and as per the advice of Engineers.
- 2.2.37. Contractor shall ensure daily housekeeping and keep proper cleanliness of work place and do the disposal of wastes to certified area.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix

SI.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
1.1.0	<b>PART-I ESTABLISHMENT</b>			
1.1.1	FOR CONSTRUCTION PURPOSE:			
A	Open space for office	Yes		BHEL shall provide free of charge limited open space for office and store as and where made available by BHEL's customer
B	Open space for storage	Yes		
C	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
D	Bidder's all office equipments, office / store / canteen consumables		Yes	
E	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
F	Fire fighting equipments like buckets, extinguishers etc		Yes	
G	Fencing of storage area, office, canteen etc of the bidder		Yes	
1.1.2	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
A	Open space		Yes	Limited open space

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix

SI.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
B	Living accommodation		Yes	will be provided to the contractor, as and where made available by BHEL's customer
1.2.0	<b>ELECTRICITY &amp; LIGHTS</b>			<b>On chargeable basis, if required by the contractor.</b> The indicative charge for Construction Power shall be SYP 4.0/kwh. However, the actual charges and usage conditions shall be subject to charges & conditions as per customer (PEEGT) instructions. In the initial stages , the Contractor shall have to deploy the DG sets for carrying out the tender works
1.2.1	<u>Electricity For construction purposes</u>			
1.2.1.1	nearest point source	Yes		
1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	

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### Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix

SI.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
1.2.2	Electricity for the office, stores, canteen etc of the bidder which include:			As in 1.2.0 above
1.2.2.1	Distribution from single point including supply of materials and service		Yes	
1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.2.2.4	Living facilities for office use including charges		Yes	
1.2.2.5	Demobilization of the facilities after completion of works		Yes	
1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines.		Yes	
1.3.0	<b>WATER SUPPLY</b>			
1.3.1	<b>For construction purposes:</b>			
1.3.1.1	Making the water available at single point	Yes		<b>FREE OF COST</b>
1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.2	<b><u>Water supply for bidder's office, stores, canteen etc</u></b>		Yes	

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### Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix

SI.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
1.3.2.1	Making the water available at single point	Yes		FREE OF COST
1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.4.0	<b>LIGHTING</b>			
1.4.1	For construction work (supply of all the necessary materials) 1. At office storage area 2. At the preassembly area 3. At the construction site /area		Yes	
1.4.2	For construction work (execution of the lighting work/ arrangements ) 1. At office storage area 2. At the preassembly area 3 At the construction site /area		Yes	
1.4.3	Providing the necessary consumables like bulbs, switches, etc during the course of construction		Yes	
1.4.4	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
1.5.0	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
1.5.1	Telephone, fax, internet, intranet, e-mail etc		Yes	

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### Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix

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SI.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
1.6.0	<b>COMPRESSED AIR SUPPLY</b>			
1.6.1	Supply of Compressor and all other equipments required for compressor and compressed air system including pipes, valves, storage systems etc		Yes	
1.6.2	Installation of the above system and operation and maintenance of the same		Yes	
1.6.3	Supply of the all the consumables for the above system during the contract period		Yes	

**Note : All facilities for maintaining establishment at port shall be in the scope of the bidder**

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix

Sl.No	Description <b>PART II</b> <b>EXECUTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
2.1.0	Documents for work execution:			
2.1.1	Shipping lists etc for reference and planning the activities	Yes		
2.1.2	Preparation of schedules and other input requirements		Yes	
2.1.3	Review of performance and revision of schedules in order to achieve the end dates and other commitments		Yes	
2.1.4	Weekly schedules based on SI No 2.1.2 & 2.1.3		Yes	
2.1.5	Daily work plan based on SI No 2.1.4		Yes	
2.1.6	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	

**Note :**

- 1 BHEL will not be responsible for any loss or damage to the contractor's equipment as a result of variation in voltage or frequency or interruptions in power supply.
- 2 The Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. at his own cost as required under various Syrian labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 3 Provision of distribution lines of both electrical power and water from the single points to the required place with proper distribution boards observing the safety rules laid down by the local electrical authorities shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS/ Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shifts / hours accordingly and deploy additional manpower if necessary so as to achieve the targets. **The energy meter to be installed by the**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix

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**contractor & shall be tested and certified by PEEGT/ or any other agency approved by PEEGT at Contractor's cost.**

- 4 The contractor while drawing construction power supply from Distribution Board (DB) should strictly adhere to following points.
  - a) All electrical installations should be as Electricity rules applicable in Syria.
  - b) All distribution Boards installed by the contractor should be constructed with fireproof materials viz. Steel frames, Bakelite sheets etc.
  - c) Connection for single phase should be taken from phase and neutral. Nowhere the connection should be taken with earth as neutral.
  - d) All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.
  - e) Contractor have to make their own earthing arrangement for their equipment / DB earthing.
  - f) All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.
  - g) Contractor should use "MCCB" and "ELCB" either on incoming or outgoing connections to the DBs.
  - h) Contractor should ensure that all the CBs / TPNs/ Fuses/ MCCB / ELCB cables etc. should be of adequate rating/ capacity.
  - i) For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected/ proposed loads.
- 5 ELCB will be tested once in a week or as directed by BHEL by actually simulating the earth leakage for all installations and the same shall be recorded in the logbook to be maintained by the contractor.
- 6 In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 7 **Contractor should install a computer ALONG WITH MODEM to connect with BHEL server (LAN) AT SITE.**

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix**

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**INDICATIVE LIST OF TOOL & PLANTS (T&P) TO BE DEPLOYED BY THE CONTRACTOR  
 AT HIS OWN COST**

<b>SN</b>	<b>DESCRIPTION</b>	<b>CAPACITY (MINIMUM)</b>	<b>MINIMUM QUANTITY</b>	<b>REMARKS</b>
1	<b>T&amp;P at Port</b>	As per requirement	As per requirement	
2	<b>T&amp;P at Site</b>			
2.1a	Crawler Crane	75 MT and above	As required	
2.1b	Crawler Crane	36/40 MT	1	
2.2	Mobile Crane	18 MT	1	
2.3	Pick & Carry Crane (Fork lift)	8 – 12 MT	5	
2.4	Trailer with Prime Mover	40 MT	As required	
2.5	Scaffolding Materials	Suitable for working at various heights	Adequate qty for parallel working in multiple work fronts.	
2.6	Fire Extinguisher	As required	As required	
2.7	Fire retardant Tarpaulin	9M X 5 M	200 Nos.	

**NOTES:**

1. The above list specifies only major T&Ps (may not be complete) to be deployed through out the contract by the contractor and is based on minimum requirement. All additional cranes & other tools and plants including suitable capacity D shackles, slings, rails sleepers hydraulic / mechanical jacks etc which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
2. Sleepers, rails, jacks, winches etc required for unloading of heavy consignment such as Boiler drum, generator stator, Transformer tank etc, are also to be arranged by contractor at his own cost.
3. IF ABOVE MENTIONED T&P ARE NOT DEPLOYED IN SPECIFIED TIME BHEL MAY CHARGE TO CONTRACTOR CURRENT MARKET RATE plus OVERHEADS FOR NON AVAILABILITY OF T&P or levy a day wise penalty for non deployment for delayed deployment.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III : Facilities in the scope of Contractor/BHEL Scope Matrix

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4. If work gets delayed due to non availability of T&P, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in GCC
5. For taking delivery of materials at Port after Customs Clearance, de-stuffing of containers (wherever required), loading on bidder's trailers / trucks for further transportation to site, **the Contractor shall deploy sufficient numbers of suitable capacity truck / trailers** (including special trailers for heavy consignments mainly boiler drums, HP/ IP modules, HP heaters, LP rotors, generator rotors, generator stator assembly, Deaerator & Feed storage tank, transformer tanks etc) **along with required cranes with slings & lifting tackles at the Port at his own cost.**
6. **Suitable capacity crane with slings & lifting tackles will also be provided (as & when required at site) by the Contractor at his own cost for unloading of heavy consignments** mainly boiler drums, HP & IP modules, HP heaters, LP rotors, generator stator and rotors, Deaerator & Feed storage tanks, transformer tanks etc. **The Contractor shall ensure availability of these suitable capacity cranes for timely unloading of these consignments as & when brought to site.**

### **B: MEASURING AND MONITORING DEVICES (MMD):**

AS PER REQUIREMENT TO BE FINALIZED AT SITE, SHALL MEET THE REQUIREMENTS AS PER DIRECTIONS OF BHEL.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis Free of hire charges

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<b>SL NO</b>	<b>DESCRIPTION &amp; CAPACITY OF T&amp;P</b>	<b>QUANTITY</b>	<b>REMARKS</b>
1	EOT Crane 150 MT or above in Turbine Hall.	2	This crane may be owned or hired by BHEL and will be used for erection activities. This crane will accordingly be deployed at appropriate time as decided by BHEL for suitable duration and intended purpose.

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing  
basis Free of hire charges

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

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### 6.0 TIME SCHEDULE

#### 6.1 INITIAL MOBILIZATION

Contractor shall mobilize necessary resources within 2 weeks of time of issue of letter of intent to commence the work. Such resources shall be progressively augmented to match the schedule and work load.

#### 6.2 Mobilization by the contractor

Contractor to mobilise its resources to coordinate the formalities to be completed for fulfilling statutory requirements and unloading the consignment at Port of landing and arrange for onward transportation to Site. All necessary lifting equipments and trailer / trucks etc are to be arranged by the contractor.

#### 6.3 CONTRACT DURATION

- a. The total contract period for completion of entire work shall be 33 (Thirty three) months from the date of start of Contract period.
- b. The contractor shall complete all the work in the scope of this contract within the contract period.

#### 6.4 CONTRACT EXTENSION

If the completion of work as detailed in these specification gets delayed beyond the end of contract period then depending on the balance work left out, BHEL at its discretion may extend the contract on terms and conditions as specified elsewhere in the tender.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

### 7.0 TERMS OF PAYMENT

- 7.1 Contractor shall submit bills for the work completed under the specification, **once in a month** detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices
- 7.2 The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
- 7.3 Subject to any deduction (such as recoverable advances, security deposit, taxes, retention amount etc ), which BHEL may be authorised to make under the contract, the contractor on the certificate of the Engineer at site shall be entitled for payment as explained hereunder.

#### 7.3.1. PROGRESSIVE PAYMENT ON PRORATA BASIS

SL NO	Description of Activity	% of payment
1.0	CUSTOM CLEARANCE, PORT HANDLING, LOADING ON CARRIER AND TRANSPORTATION TO SITE (FOR ITEM NO.' A.1', 'A.2', 'A.3', 'A.4' OF RATE SCHEDULE)	
1.1	TRANSPORTATION OF MATERIAL TO SITE	87%
1.2	SUBMISSION OF ALL PAPERS/ DOCUMENTS , VERIFICATION OF PACKAGES/ BOXES/ ITEMS AS PER DOCUMENTS	13%
	Total	100%
2.0	UNLOADING FROM TRUCKS/TRAILERS (For item no. 'B.1', 'B.2', 'B.3', 'B.4' of Rate Schedule)	
2.1	UNLOADING, SHIFTING TO OPEN/ COVERED STORES	30%
2.2	UPDATION OF RECEIPT DETAILS, IN STORE MATERIAL REGISTERS/ BHEL MM PACKAGE SYSTEM	15%
2.3	STACKING AND VERIFICATION, REMOVAL OF GRASS/WEEDS AND OTHER PLANT GROWTH, PRESERVATION, ADEQUATE SAFETY AND ILLUMINATION AS PLANNED FOR THE MONTH	15%
2.4	UPDATION OF VERIFICATION DETAILS IN MATERIAL STOCK REGISTERS, SUBMISSION OF REPORTS AS PER SPECIFIED FORMATS FOR SHORTAGE/OPEN DELIVERY, LODGING OF POLICE REPORTS IF REQUIRED, DOCUMENTS FOR INSURANCE CLAIMS ETC, AND PREPARATION OF MATERIAL RECEIPT CERTIFICATES IN PRESCRIBED FORMATS WHERE EVER APPLICABLE	25%
2.5	IDENTIFICATION OF MATERIAL IN READY TO LIFT POSITION FOR ISSUE TO BHEL/ERECTION AGENCY, AND UPDATION OF ISSUE DETAILS IN STORES RECORDS	15%
		100%
<b>NOTE</b> (for 2.0 & subclauses only)	<b>%age from every monthly RA Bill of sl no 2.0 above to be paid only after satisfactory completion of following otherwise specified %age shall be forfeited for that month</b>	
1	REMOVAL OF GRASS/ WEEDS AND OTHER PLANT GROWTH IN THE STORE AREA PLANNED FOR THE MONTH	(1%)
2	PRESERVATION planned for the month	(1%)
3	Adequate Safety and Illumination done as planned for the month	(1%)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

4	OUTGOING MATERIALS ( For item 'C' of rate Schedule)	
4.1	IDENTIFICATION OF MATERIALS, TAGGING, PACKING IF REQUIRED, PREPARATION OF GATE PASSES ETC	40%
4.2	LOADING OF MATERIALS, INCLUDING T&P OF BHEL, INTO TRUCKS/CARRIERS AT SITE STORES/ERECTION SITE FOR ONWARD TRANSPORTATION TO PORT, CUSTOM CLEARANCE & LOADING ON VESSEL.	45%
4.3	UPDATION OF STORE DOCUMENTS/BHEL MM PACKAGE SYSTEM	15%
	Total	100%
5	MANPOWER SERVICES (For item 'D' & 'E' of rate schedule)	
5.1	DEPLOYMENT OF PERSONS ALONGWITH SUBMISSION OF ALL STATUTARY DOCUMENTS REGARDING THEIR PAYMENTS, INSURANCE ETC.	100%
	Total	100%
6	Road Survey (for item F of rate schedule)	
6.1	Conducting road survey, submission of final report and getting it approved with PEEGT for each survey	100% per survey

**Note : Further break-up in terms of payment can be made at site after approval of Construction Manager of BHEL**

#### 7.4 CURRENCY OF PAYMENT

The Running/Final Bill Payments shall be made as follows subject to Syrian Bank / Reserve Bank of India guidelines:

- 1.) 80% of the Net Payable Amount – in SYRIAN POUNDS (SYP)
- 2.) 20% of the Net Payable Amount – in EURO

The SYP - EURO exchange rate for RAB payments shall be taken as declared by Central Syrian bank on the last day of the month for which the Running Account Bill has been raised.

The conversion rate for SYP to EURO shall be the "Selling rate of EURO" of Central Syrian bank.

7.5 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

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7.6 Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to carryout actual quantities against each item as per project requirement and accordingly the final contract price shall be adjusted on the basis of quoted rates and actual quantities. The contractor confirms that unit rates quoted above takes care of such variation during execution stage.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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### 8.0 TAXES & DUTIES

**8.1 The bidder shall quote their rates inclusive of all expenses, taxes/ duties {applicable outside Syrian Arab Republic (SAR) and local taxes and duties in Syria Arab Republic}. The Contractor shall be responsible for paying any and all Taxes/ Duties assessed on the Contractor, its Sub-Contractor and Suppliers or their respective employees.**

**8.2 The bidder shall quote their rates inclusive of workers insurance expenses for this work (with the Establishment of Social Insurance at Syria Arab Republic).**

**8.3** Custom clearance shall be done by the contractor as per procedures prevailing at Syria Arab Republic.

a) PEEGT will pay the custom duties for all materials and equipment **of the project** and which ultimately become the property of Customer/ gets consumed in the project for one time, while the Contractor will bear the custom duties in case of his compulsion to import some of them for more than one time due to defect or damage or any other reason.

b) The materials that are available locally, like Cement, reinforced steel and wood, the Contractor will bear all custom duties, expenses and fees, in case of importing from out Syrian Arab Republic.

**8.4** The above mentioned taxes, duties and expenses that are levied inside Syria Arab Republic and which will be borne by the contractor, will be applied according to the valid laws in Syria Arab Republic

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
Chapter-VIII: Taxes and Other Duties

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX : Any other Special requirements

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### **9.1 The contractor shall comply with following towards Social Accountability;**

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged , the Contractor shall be levied with expenses as per Syrian laws.
- (b) The contractor shall not engage Forced/Bonded Labour.
- (c) The contractor shall maintain Health & safety requirement as stipulated in the Contract
- (d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination /Corporal punishment for failure in meeting with relevant requirements.
- (e) The Contractor shall abide the requirement of Syrian government laws/ guidelines for working hours.
- (f) The Contractor shall abide by the statutory requirement of Minimum Wages as per Syrian Rules and Regulations.
- (g) The Contractor shall arrange potable drinking water to its employees & workers.
- (h) Social Insurance participation: The contractor shall be subject to the labour law valid in the Syrian Arab Republic Concerning employment and misemployment of Syrian workers. He shall also be subject to legislation concerning social insurance valid in SAR, especially those related to work accidents and illness of profession as a result of work nature. He shall bear all insurance payments relating to that and also all payments of social insurance arising from the execution of the contract

9.2 The customer PEEGT and / or their Consultant may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.

### **9.3 INSTRUCTIONS TO TENDERERS**

9.3.1 The tenderers are advised to physically visit the site and fully acquaint themselves with site conditions, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX : Any other Special requirements

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material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.

9.3.2 The contractor, in the event of this work awarded to him, shall establish an office at site and at Tatous port and keep posted an authorised, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the 'BHEL Engineer' or his duly authorised representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.

9.3.3 Tenderers should fulfill the following pre-requisites, as envisaged in Article 11 of 'The Uniform System of Contracts Law No. (51), decree no. 450 of Ministry of Finance, Syria Arab Republic:

- a) They must not be prohibited participation in tenders or from contracting with public entities, nor having a property under seizure in favour of public entities whether by way of reserve or executive seizure.
- b) They must be registered in the commercial register if he is a Syrian or treated like a Syrian.
- c) They must be registered in one of the Chambers of Commerce or Industry or Agriculture or Tourism - as the case may be - if he is a Syrian or treated like a Syrian.
- d) They must not be convicted of a crime or a disgraceful act unless he has been reinstated.
- e) They must not be an employee in a public entity or a member of an Executive Council of Local Administration specifically in the governorate to which he belongs.
- f) They must not own a factory or establishment or branch office in Israel, nor must he have subscription in any establishment or body in it. He must not be a party to any contract for manufacture or assembly or license or technical assistance with

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-IX : Any other Special requirements

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any establishment or body or person in Israel. He must not practice any such activity in Israel whether in person or through a mediator. He must not have any contribution whatsoever to supporting Israel or its war effort.

**Tenderers are required to submit a certificate confirming the above, on their letter head as per Format given in Annexure of this tender.**

9.3.4 The Contractor shall indemnify BHEL, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against BHEL or any agent, servant or employee of BHEL in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by BHEL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings / specifications issued after submission of the tender.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X : Other Requirements

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### 10.1 COMPLIANCE TO REGULATIONS AND BYELAWS

10.1.1 Syrian laws and regulations: The contractor shall undertake to respect the regulations, laws and provisions valid in the Syria Arab Republic.

10.1.2 Legal references: "Unified Contracts Regulations" issued by law no. /51/ of 2004 and Book of General Conditions issued by decree no. /450/ of 2004 will be referred to for all conditions not stipulated in this contract and its annexures. In case all these texts are not sufficient, the Syrian Law will be considered the sole reference for this contract and for any dispute arising in connection with the execution of it.

10.1.3 **The Contract shall be governed by the applicable Laws of Syrian Govt. and the bidders to ensure considering latest Syrians Laws before quoting.** The Contractor shall undertake to respect the regulations, laws and provisions valid in the Syrian Arab Republic. The Legislation valid in Syrian Arab Republic shall be considered the sole legal reference to be applied for all what is not stipulated in the specifications of this NIT.

10.1.4 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carryout any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10.1.5 The Contractor shall abide by "The Uniform System of Contracts Law No. (51) with decree no. 450 and decree no. 15 for 2001, General Notice of the Uniform system of Contracts, book of General Conditions for The Uniform System of Contract and its time to time amendments and any other laws applicable in Syria by Syrian Arab Republic, Ministry of finance". The copy of the same can be provided to bidder against specific request to

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X : Other Requirements

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BHEL at the address given in this NIT.

10.1.6 The Contractor shall ensure conformance in all respects with the provisions of all state and local laws, regulations or other laws in force in Syria or elsewhere including all regulations and by-laws of any local or other duly constituted authority within Syria or elsewhere which may be applicable to the performance of the Contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works (which are herein referred to as "Laws"), and shall give all notices and pay all fees required to be given or paid thereby and shall keep BHEL and/ or its Customer (M/s PEEGT) indemnified against all penalties and liability of any kind for breach of any of the same.

10.1.7 The Contractor shall comply with all applicable Syria Government's safety and sanitary laws, transportation rules, regulations and ordinances, as well as the established safety rules and practices of BHEL's Customer (M/s PEEGT). The Contractor shall also provide insurance cover for his workmen throughout the contract period, under prevailing local Syrian Laws.

10.1.8 Temporary admission and temporary imports, if required, shall be done as per Article /18/ of PEEGT contract no. 480/EXT/PEEGT with BHEL.

### **10.2 FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR**

10.2.1 BHEL shall provide free of charge limited open space for office and store as and where made available by its customer. It is the responsibility of the contractor to construct sheds, provide all utilities as a part of his scope of work.

Similarly , limited open space will be provided to the contractor, as and where made available by its customer, for building labour hutments and it will be the responsibility of the contractor to construct sheds, provide all utilities as a part of his scope of work.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X : Other Requirements

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10.2.2 Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.

10.2.3 **Construction/ lighting power, on chargeable basis will be given at a single point by BHEL, if required by the contractor.** The indicative charge for Construction Power shall be SYP 4.0/kwh. However, the actual charges and usage conditions shall be subject to change as per customer (PEEGT) instructions. In the initial stages , the Contractor shall have to deploy the DG sets for carrying out the tender works. Energy Meter for electricity will have to be provided by the Contractor at his own cost. Further distribution of power / extension to the required point shall be done by contractor at his cost. All wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connecting supply..

10.2.4 Provision of distribution lines of power from the central points to the required place with proper distribution boards observing the safety rules laid down by the authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS / Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shift / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.

10.2.5 In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.

10.2.6 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X : Other Requirements

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10.2.7 WATER SOURCES SHALL BE GIVEN FREE OF COST AT A SINGLE LOCATION. Water has to be distributed by the Contractor at his own cost. Contractor to satisfy himself that the water drawn by him is fit for construction / consumption and adequately treat such water at his cost when it is not found fit for the said purposes.

10.2.8 The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.

10.2.9 On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.

10.2.10 All custom Formalities for taking **their** materials to Syria for this project and further taking it out from Syria after completion of work shall be arranged/completed by contractors ( or their authorized representative)

### **10.3 OTHERS**

10.3.1 Bidder's selection is subject to approval of BHEL's customer (M/s PEEGT).

10.3.2 The responsibility toward others : The contractor will bear the responsibility of all damages which hurt others due to the execution of the contract works, and he is obliged to pay compensation of these damages according to the laws and regulations valid in Syrian Arab Republic. Where the damages have occurred, BHEL has the right to recourse upon him for any consequent obligations through clearing or any other procedure.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X : Other Requirements

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### 10.4 PRICE VARIATION

10.4.1 Price shall remain firm throughout the contract period including the extended period if any.

# ANNEXURES

## ANNEXURE- I

The information given below is very tentative and not complete. Only a few typical components are listed below to give a general idea to the bidder. The weights and sizes indicated below are only approximate and liable to vary. Items can be despatched in containers, bulk break cargo etc. Contractor has to take care of the same with no extra cost to BHEL.

**A. Approximate total weight of material 41000 MT**

**B. Tentative Weight & Dimensions of some major components (single piece) to be handled is as follows**

S.No	Equipment	(LxBxH)mm	Unit weight (tons)	QTY Per Unit	QTY Total project (2 units)	Total Wt Tons
1	Generator Stator	9210 x 4720 x 4275	282	1	2	564
2	Generator Transformer tank	9000 x 3800x4100	180	1	2	360
3	Boiler Drum	12200 x 2200 x 2000	150	1	2	300
4	L.P. ROTOR	7210 x 3300 x 3350	62	1	2	124
5	Generator Rotor	13155 x 1655 x 1740	60	1	2	120
6	IP Turbine	5750 x 3800 x 4070	58	1	2	116
7	HP Turbine	5000 x 3400 x 3200	58	1	2	116
8	Boiler ceiling girder	18000 x 3000 x 1000	50	2	4	200
9	HP Heater-6	11830 x 2200 x 2120	38	1	2	75
10	16 MVA Transformer Tank	4500 x 3000 x 3500	35	4	8	280
11	LP Inner Outer casing (L/H) & LP Inner Inner casing (L/H)	6750 x 3500 x 2350	31	1	2	62
12	HP Heater-5	10675 x 2200 x 2120	30	1	2	60
13	LP Inner Outer casing (U/H)	6720 x 3150 x 2325	22	1	2	44
14	Deaerator St. Tank Sec-II	9300 x 3700 x 4250	19	1	2	38
15	IV & CV Casing with valves	3790 x 3450 x 2565	19	2	4	75
16	RE Joints Inlet Assy	5365 x 2800 x 3200	19	1	2	37
17	Deaerator St. Tank Sec-I	8850 x 3750 x4300	19	1	2	37
18	Deaerator St. Tank Sec-III	8850 x 3750 x4300	18	1	2	36

## ANNEXURES

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19	RE Joints outlet Assy	2950 x 2800 x 3700	17	1	2	34
20	Deaerating Heater	9400 x 2350 x 2900	16	1	2	32
21	HP/IP Bearing Pedestal Assembly	4080 x 2005 x 2125	13	1	2	27
22	HP Front bearing Pedestal Parts	3500 x 3000 x 2050	12	1	2	25
23	Cooler Housing	9000 x 3450 x 2450	12	1	2	24
24	DG Sets 750 kva	5700 x 2700 x 2500	10	1	2	20
25	Boiler water wall panels	24000 x 2500 x 2000	6	10	20	120
26	40 MVA transformer	6700 x 3900 x 4900	40	1	1	40

Note :

It may be noted that the above list is to give only a general idea for tender's information about the single piece weights and dimensions of some major components/ equipments. The weights and dimensions shown are approximate and are liable to vary. No increase in quoted/ accepted rate/ prices shall be allowed due to change in weights and dimensions of equipment/ material.

# ANNEXURES

## ANNEXURE - II

RATE SCHEDULE					
Material Handling and Management work involving receipt, unloading, handling, storage, preservation etc of Plant materials Boiler & Auxiliaries, TG & auxiliaries, Electrical System, C&I System, non-BHEL system, Construction Equipments, BHEL Office furniture/T&P, Miscellaneous items, etc.					
Sl no	Description of item	Quantity	UNIT	UNIT RATE (IN SYP.)	TOTAL (IN SYP.)
<b>A</b>	<b>Custom clearance, Port handling, loading on carrier, transportation to site including all costs except customs duty as per the scope.</b>				
A.1	All Cargo with dimension within L=13000mm,W= 2500mm,H= 2750 mm per piece – <b>from sea port</b>	38000	MT		
A.2	Cargo with any one dimension more than L=13000mm, W= 2500mm,H= 2750 mm per piece and weight less than or equal to 100 MT– <b>from sea port</b>	1700	MT		
A.3	Cargo with any one dimension more than L=13000mm,W= 2500mm,H= 2750 mm per piece and weight above 100 MT – <b>from sea port</b>	1200	MT		
A.4	All Cargo with dimension within L=13000mm,W= 2500mm,H= 2750 mm per piece – <b>from Damascus Airport</b>	50	MT		
<b>B</b>	<b>Unloading, stacking &amp; verification at site</b>				
B.1	All consignments except those at B.2, B.3 & B.4 below	40950	MT		
B.2	Boiler Drum (approx. 150 MT)	2	Per pieces		
B.3	Generator Stator (approx. 282 MT)	2	Per pieces		
B.4	Transformer Tank (approx. 180 MT)	2	Per pieces		
<b>C</b>	<b>Despatch of Outgoing materials(from Syria) including sea worthy packing at Tishreen site, transporting to port, customs clearance &amp; loading on vessel</b>	400	MT		
<b>D</b>	<b>Services of material management and data entry</b>	66	MAN MONTHS		
<b>E</b>	<b>Menial services for BHEL office and stores, site offices etc</b>	198	MAN MONTHS		
<b>F</b>	<b>Road survey of all routes from Port of Landing in Syria to Site by which material is to be transported</b>	7	NOS		
<b>TOTAL PRICE (IN Syrian Pound (SYP)) =</b>					
<b>NOTE</b>					
1.0	* Refer Tender documents for detailed scope of work				

L=Length, W= Width, H= Height

# ANNEXURES

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ANNEXURE- III

FORMAT FOR COMPLAINE TO ARTICLE 11 OF THE UNIFORM SYSTEM OF  
CONTRACTS LAW NO. (51), DECREE NO. 450 OF MINISTRY OF FINANCE, SYRIA  
ARAB REPUBLIC  
(To be submitted in the tenderer's letter head)

REF:

Bharat Heavy Electricals Limited  
Power Sector – Northern Region,  
Plot No. 25, Sector - 16A ,  
Distt. Gautam Budh Nagar,

Dt.

NOIDA – 201 301. INDIA

Sub: Compliance to Article 11 of the Uniform System of Contracts Law No. (51), Decree No.  
450 of Ministry of Finance, Syria Arab Republic

**TENDER NO. BHEL/.....**

Dear Sirs,

With reference to above, this is to certify that we comply to provisions of subject article as under:

- a. We are not prohibited from participation in tenders or from contracting with public entities, nor having a property under seizure in favour of public entities whether by way of reserve or executive seizure.
- b. We are registered in the commercial register. **(for participant who are Syrians or treated like Syrians.)**
- c. We are registered in one of the Chambers of Commerce or Industry or Agriculture or Tourism - as the case may be **(for participants who are Syrian or treated like a Syrian).**
- d. We are not convicted of any crime or a disgraceful act.
- e. We are neither employed in a public entity nor members of an Executive Council of Local Administration specifically in the governorate to which we belong.
- f. We do neither own a factory or establishment or branch office in Israel, nor do we have subscription in any establishment or body in it. We are not a party to any contract for manufacture or assembly or license or technical assistance with any establishment or body or person in Israel. We are not practicing any such activity in Israel whether in person or through a mediator. We are not having any contribution whatsoever to support Israel or its war effort.

In case, any of the above statement is found to be incorrect during any stage of the contract, we agree to any action/ penalty imposed by BHEL/ PEEGT/ Government of Syria Arab Republic including termination of contract. We shall abide by all prevailing laws, rules and regulations in Syria Arab Republic pertaining to the execution of this contract.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the tenderer)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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# **INTEGRITY PACT**

## **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

## **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

## **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

## **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

## **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 – Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal  
(Office Seal)

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For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

# **TENDER - SPECIFICATIONS**

## **VOLUME- IB (SCC)**



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
**Plot No. 25 , Sector - 16A ,**  
**Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)**

Rev 00  
6<sup>th</sup> JULY  
2010

# SPECIAL CONDITIONS OF CONTRACT (SCC)

(Document No PS:MSX:SCC)

BHARAT HEAVY ELECTRICALS LIMITED



# SPECIAL CONDITIONS OF CONTRACT (SCC)

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# SPECIAL CONDITIONS OF CONTRACT (SCC)

## Chapter - I : General Intent of Specifications

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

# SPECIAL CONDITIONS OF CONTRACT (SCC)

## Chapter - I : General Intent of Specifications

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

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

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

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

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

# SPECIAL CONDITIONS OF CONTRACT (SCC)

## Chapter - IV : Obligations of Contractor

4.0	<b>OBLIGATIONS OF CONTRACTOR</b>
4.1	<b>CONSUMABLES &amp; OTHER ITEMS</b>
4.1.1	The contractor shall provide within finally accepted price / rates, all consumables (excepting those indicated in BHEL scope) like welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), gases (inert, welding, cutting), soldering material, dye penetrants, radiography films, etc. Other erection consumables such as tapes, jointing compound, grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are to be provided by the contractor. Steel, packers, shims, wooden planks, scaffolding materials hardware items etc required for temporary works such as supports, scaffoldings are to be arranged by the contractor. Sealing compounds, gaskets, gland packing, wooden/concrete sleepers, for temporary work, required for completion of work except those which are specifically supplied by manufacturing unit are also to be arranged by the contractor.
4.1.2	NA
4.1.3	It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
4.1.4	NA
4.1.5	NA
4.1.6	BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.
4.1.7	Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.
4.1.8	In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time. Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the

# SPECIAL CONDITIONS OF CONTRACT (SCC)

## Chapter - IV : Obligations of Contractor

	Contractor.
4.1.9	NA
4.1.10	NA
4.1.11	All charges on account of <b>taxes</b> , duties ,any charges etc & other duties on materials obtained from any source for carrying out the works in the scope of the contractor shall be borne by the contractor.
4.2	<b>TOOLS AND PLANTS / MEASURING AND MONITORING EQUIPMENT (MMEs)</b>
4.2.1	<b>T&amp;Ps and MMEs to be provided by Contractor</b>
4.2.1.1	All T&Ps and MMEs excepting those specifically indicated in BHEL scope are to be provided by the Contractor. Contractor has to make his own arrangement at his cost for completing the formalities for bringing their materials, plants and equipments at site for the execution of work under this contract.
4.2.1.2	All suitable cranes, lifting and transport equipments for material handling at stores/yard/siding of BHEL/Customer are included in scope. BHEL's cranes will not be available for this purpose unless otherwise specifically permitted as per contract conditions
4.2.1.3	All T&Ps to be deployed by the contractor shall have the approval of BHEL Engineer with regard to brand, quality and specification.
4.2.1.4	Indicative list of Major T&Ps in the scope of Contractor are given in the Technical Conditions of Contract. Bidders to note that these are only indicative and as such all other T&P necessary for timely and satisfactory completion of work in scope shall be mobilized by Contractor
4.2.1.5	Timely deployment of adequate T&Ps is the responsibility of the contractor. The contractor shall be prepared to augment the T&P at short notice to match the planned programme and to achieve the milestones.
4.2.1.6	Contractor shall maintain and operate his tools and plants in such a way that major breakdowns are avoided. In the event of major breakdown, contractor shall make alternative arrangements expeditiously so that the progress of work is not hampered.
4.2.1.7	In the event of contractor failing to arrange the required tools, plants, machinery, equipment, material or non-availability of the same owing to breakdown, BHEL will make alternative arrangement at the risk and cost of the contractor. Decision of

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - IV : Obligations of Contractor

	BHEL shall be final and binding on the contractor
4.2.1.8	The T&P to be arranged by the contractor shall be in proper working condition and their operation shall not lead to unsafe condition. The movements of cranes, and other equipment should be such that no damage / breakage occurs to foundations, other equipments, material, property and men. All arrangements for the movement of the T&P etc shall be the contractor's responsibility.
4.2.1.9	Use of welding generators/ rectifiers only shall be permitted for welding. Use of welding transformers will be subject to specific approval of BHEL engineer.
4.2.1.10	The contractor at his cost shall carry out periodical testing of his construction equipments. Test certificates shall be furnished to BHEL.
4.2.1.11	<p>Contractor shall ensure deployment of serviced and healthy T&amp;Ps including cranes, lifting tackles, wire ropes, manila ropes, winches and slings etc. History card and maintenance records for major T&amp;Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Fitness certificate / Test Certificates of T&amp;P shall have to be submitted before it is put in use. Identification for such T&amp;Ps will be done as per BHEL Engineer's advice.</p> <p>BHEL reserves the right to permit only new slings up to 20 mm and lifting tackles up to 3 MT capacities.</p>
4.2.1.12	Contractor shall ensure deployment of reliable and calibrated MMEs (Inspection measuring and Monitoring equipment). The MMEs shall have test / calibration certificates from authorized / Government approved / accredited agencies traceable to National / International standards. Each MME shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
4.2.1.13	Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MME so that work does not suffer when the particular instrument is sent for calibration. If any MMEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy MMEs and retake the readings at contractor's cost.
4.2.1.14	BHEL shall have lien on all T&P, MMEs and other equipment of the contractor brought to the site for the purpose of erection, testing and commissioning. BHEL

# SPECIAL CONDITIONS OF CONTRACT (SCC)

## Chapter - IV : Obligations of Contractor

	shall continue to hold the lien on all such items throughout the period of contract / extended period. The contractor and / or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site.
4.2.1.15	The month wise T&P deployment plan to execute the work is to be submitted as per relevant format as per the instruction of BHEL. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent.
4.2.2	<b>Obligations in respect of T&amp;Ps and MMEs provided by BHEL</b>
4.2.2.1	T&P / MMEs being provided by BHEL to sub-contractor free of hire charges shall be shared by other subcontractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
4.2.2.2	BHEL T&P will be issued in basic assembled condition. Additional loose components / sub-assemblies / attachments as and when necessary, will be issued by BHEL. Assembly of such additional loose components/sub-assemblies/ attachments is in contractor's scope.
4.2.2.3	In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan / amend / alter his activities to meet erection / commissioning targets in consultation with BHEL.
4.2.2.4	<b>void</b>
4.2.2.5	The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill / performance will be checked by BHEL Engineer before they are allowed to operate the same. However checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.
4.2.2.6	The day to day operation and maintenance of BHEL's T&Ps ( <b>Other than cranes</b> ) shall be carried out by contractor as per manufacturer's / BHEL's maintenance schedule at his cost. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. BHEL shall arrange all spares needed for upkeep of major T&Ps provided like Huck Bolting Machine*, DG Set, Induction Machine and Hydraulic Test pumps. The contractor has to arrange for fixing of the spares; supervision in specialized cases will be provided by BHEL. For upkeep of all other T&Ps supplied by BHEL, spares shall be arranged by the Contractor. BHEL supplied T&Ps shall be maintained in good

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### Chapter - IV : Obligations of Contractor

	<p>working condition during the entire period of use. T&amp;Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&amp;Ps. These shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor, BHEL at its own discretion shall get the servicing / repair of equipment done at the risk and cost of the contractor along with BHEL overheads. Further, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.</p> <p>*: for operation and maintenance of ESP Huck bolting machine, BHEL shall provide the basic power rig and hose. Balance toolings ie Guns, chuck jaws etc are to be arranged by contractor.</p>
4.2.2.7	void
4.2.2.8	Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost including restoration to a state as directed by BHEL. All necessary manpower tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost. If required, contractor has to return the crane with original boom.
4.2.2.9	The area and infrastructure development of the area to be carried out by the customer. However in construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases backfilling of approaches where ever necessary, consolidation of ground and arrangement of sleepers / sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.
4.2.2.10	In the event of contractor not using and maintaining BHEL T&Ps according to BHEL's instructions. BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account.
4.2.2.11	The contractor shall furnish regular utilization report of the BHEL T&Ps, as per requirement of BHEL.
4.2.2.12	Any loss / damage to any part of BHEL T&Ps and MMEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the

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	loss.
4.2.2.13	It shall be responsibility of the contractor to take delivery of T&Ps and MMEs from stores or place of use by other contractor at project site, transport the same to site and return the same to BHEL store / place as intimated by Engineer in project site in good working conditions after use.
4.2.2.14	The contractor shall return BHEL T&Ps and MMEs issued to him in good working condition as and when desired by BHEL (on completion or reduction of workload). If contractor delays return of T&P and MME, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return. T&Ps and MMEs returned in damaged / unserviceable condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.
4.2.2.15	Replacement cost including BHEL overheads in respect of irreparable / completely damaged / non return of T&Ps and MMEs shall be recovered from the contractor's running / final bills
4.2.2.16	<b>Obligations in respect of Cranes provided by BHEL</b>
a)	BHEL will make available the cranes (as per Technical Conditions of Contract) free of charge to the contractor on sharing basis mainly for the purposes enumerated/ indicated therein. BHEL cranes have to be shared with other agencies / contractors of BHEL. The allocation of cranes shall be the discretion of BHEL engineer, which shall be binding on the contractor.
b)	BHEL Cranes may be initially issued in basic assembled condition. Any alteration/addition like boom reduction / extension, assembly of components/sub-assemblies needed for modulating the capacity/reach/other features of cranes and restoration to the state as directed by BHEL shall be the contractor's responsibility
c)	In case the BHEL cranes are not covered under AMC of BHEL, then the day-to-day upkeep and running maintenance like filling / topping up of lubricants, changing filters, etc including repair of self starter and dynamo of these cranes shall be the responsibility of the contractor. If on checking it is found that the same is not followed, BHEL will exercise its right to get the job/works done at the risk

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	<p>and cost of contractor.</p> <p>In case BHEL cranes are covered under AMC awarded by BHEL, then the day-to-day upkeep and running maintenance as described above are excluded from scope. However any additional helpers if any required during Preventive/Breakdown Maintenance, Assembly/disassembly shall be provided by contractor at no extra cost.</p> <p>BHEL may also provided cranes through crane hiring agencies in which case the day-to-day upkeep and running maintenance shall be excluded from scope of contractor.</p>
d)	Minor consumables like cotton cloth, cotton waste, etc is to be supplied by Contractor. All spares and lubricants/grease is excluded from scope. Contractor to give the requirements of these items well in advance in case the cranes provided by BHEL are BHEL owned cranes.
e)	Unless otherwise specified, trained operators for BHEL owned cranes shall be provided by the contractor. These operators should possess valid license for heavy vehicle.
f)	BHEL cranes will be withdrawn for regular and capital maintenance as per the respective schedule of maintenance. As far as possible such schedules will be intimated to the contractor in advance and may be adjusted depending on the work requirements at site. However no claim whatsoever will be entertained on account of non-availability of cranes.
g)	Where the services of the cranes provided by BHEL are to be shared by other agencies/ contractors of BHEL, the contractor's responsibilities defined above will also be apportioned accordingly to the beneficiary agency. Working arrangements in this regard will be done at site by BHEL engineer and in any case his decision shall be final and binding.
h)	Major breakdowns will be attended to by BHEL. However, in case of breakdowns or damages due to negligence of the contractor, the complete service/repair charges including cost of spares shall be to the account of the contractor, along with BHEL overheads.
<b>4.2.2.17</b>	<b>Obligations in respect of Construction Lift/Elevators provided by BHEL</b>
a)	The total erection including commissioning, maintenance, statutory clearances shall be included in scope of work. Supervision by the original equipment supplier or their authorized agency shall be arranged for by BHEL, in case found necessary.

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b)	All day to day and routine maintenance and checking is to be carried out by the contractor as per the recommendations of the supplier. He should periodically check the brakes and carry out the all works to ensure the safety of all those using the lift/elevator. BHEL shall arrange spares required for upkeep of Construction lift/elevator
c)	The construction lift/elevator should never be overloaded as this can lead to serious accidents. Ensuring all safety aspects in operation of the lift shall be the responsibility of the contractor. Erection of all the required number of landing platforms is included in scope. Landing platforms are to be provided with proper barricades and hand railings.
d)	After completion of contractual scope of work or as per BHEL advice, the temporary elevator/lift shall be dismantled and handed over to BHEL neatly identified/tagged. Temporary structures/platforms etc erected for the elevators/lifts are also to be dismantled and materials to be returned to stores as applicable. <b>The construction and dismantling of the foundations required for the construction/elevator lifts is included in the scope of the contractor.</b>

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### Chapter – V : Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

5.0	<b>RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.</b>
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	<b>NA</b>
5.7	<b>NA</b>
5.8	<b>NA</b>
5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer.
5.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
5.11	The contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic

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### Chapter – V : Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

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

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

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<b>6.0</b>	<b>MATERIAL HANDLING, STORAGE AND PRESERVATION ETC</b>
<b>6.1</b>	<b>MATERIAL HANDLING AND STORAGE</b>
<b>6.1.1</b>	NA
<b>6.1.2</b>	NA.
<b>6.1.3</b>	NA
<b>6.1.4</b>	The contractor shall identify and deploy necessary Engineers / supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
<b>6.1.5</b>	All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
<b>6.1.6</b>	Contractor shall ensure that while lifting slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damage. Dragging of piping / valves should be avoided. In case of any damage the cost shall be covered from the contractor.
<b>6.1.7</b>	Approach road conditions may not be equipped and ideal for smooth transportation of the equipment. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost. . The contractor may familiar himself with soil conditions at site.
<b>6.1.8</b>	NA
<b>6.1.9</b>	NA
<b>6.1.10</b>	All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
<b>6.1.11</b>	If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to

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	the area earmarked for the contractor at the contractors risk and cost.
6.1.12	NA.
6.1.13	The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except allowable wastage for packing wood only.
6.1.14	The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.
6.1.15	NA
6.1.16	It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.
6.2	<b>PRESERVATION OF COMPONENTS</b>
6.2.1	After taking delivery from BHEL / customer's stores, plant materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.
6.2.1.1	Items stored outdoors shall be stacked up at least six inches (6") off the ground. Items should not be stored in a low lying area where water logging is a possibility. Contractor should have sufficient numbers of wooden / concrete / steel sleepers for the job.
6.2.1.2	Motors, valves, electrical equipment, control equipment and instruments, and special or precision items requiring special care, etc shall be stored indoors. Motor windings shall be kept dry by use of external heat or space heaters.
6.2.1.3	Bearings and other wearing surfaces of plant materials shall be protected against corrosion and kept clean and should be regularly monitored.
6.2.1.4	Insulation materials shall be stored indoors or otherwise protected against getting wet/ damaged, using suitable measures and should be protected from direct rain.

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

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**Chapter – VII: Drawings and documents**

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

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**Chapter – VIII: Inspection and Quality**

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8.0	INSPECTION AND QUALITY
8.1	NA
8.1.1	NA
8.1.2	NA
8.1.3	NA
8.1.4	NA
8.1.5	NA
8.1.6	NA
8.1.7	NA
8.1.8	NA
8.1.9	<p>BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been accredited with ISO 9001 certification and as such this work is subject to various audits to meet ISO 9001 requirements. One particular aspect which needs special mention is about arrangement of calibration of instruments by the contractor. Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipments). The MMEs shall have test / calibration certificates from authorised / Government approved / Accredited agencies traceable to National / International Standards. Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MMEs so that work does not suffer when the particular equipment / instrument is sent for calibration. Also if any MMEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall ie repeat the</p>

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**Chapter – VIII: Inspection and Quality**

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	readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.
8.1.10	Re-work necessitated on account of use of invalid MMEs shall be entirely to the contractor's account. He shall be responsible to take all corrective actions, including resource augmentation if any, as specified by BHEL to make-up for the loss of time.
8.1.11	In the courses of erection, it may become necessary to carry repeated checks of the work with instruments recently calibrated, re-calibrated. BHEL may counter/ finally check the measurements with their own MMEs. Contractor shall render all assistance in conduct of such counter/final measurements.
8.1.12	Total Quality is the watchword of the work and Contractor shall strive to achieve the Quality Standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and Quality Standards.
8.2	NA
8.2.1	NA
8.2.2	NA
8.3	<b>Statutory Inspection of Work</b>
8.3.1	<p>The work to be executed under these specifications has to be offered for inspection, at appropriate stages of work completion, to various statutory authorities for compliance with applicable regulations.</p> <p>The work related statutory inspections, <b>as applicable as per Syrian Laws.</b></p> <p>The scope includes getting the approvals from the statutory authorities, which includes arranging for inspection visits of statutory authority periodically as per BHEL Engineer's instructions, arranging materials/<b>documents</b> for ground inspection, submitting co-related inspection reports, documents, etc and following up the matter with them. Contractor shall also make all arrangements for offering the Products / Systems for inspection at location, as applicable, to the concerned authority.</p>

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8.3.2	NA
8.3.3	NA
8.3.4	NA
8.4	<p>The Quality Management System of BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been certified and accredited under ISO 9002 standards in this regard. The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms, identify the non-conforming product/ procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of such non-conformities, &amp; maintain the relevant quality records. The non conformities are to be identified through the conduct of periodical audit of implementation of quality systems at various locations/stages of work. Suppliers/vendors of various products/services contributing in the work are also considered as part of the quality management system. .as such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard.</p>
8.5	<b>Field Quality Assurance</b>
8.5.1	<p>Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) as revised from time to time. Total quality shall be the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.</p>

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**Chapter-IX:HSE & OHSAS**

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

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9.1.4	Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen/ employees for giving first aid.
9.1.5	Arranging ambulance in case of any emergency situation .
9.1.6	Identification of nearest hospital and health check-up of workmen/employees
9.1.7	Providing filtered drinking water at work place in cool container.
9.1.8	Providing Canteen, Rest Room, Washing facilities to the contracted employees as per provisions of Contract Labour Regulation Act 1970 (Chapter V).
9.1.9	Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
9.1.10	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
9.1.11	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
9.1.12	Fulfilling safety requirements at all power tapping points.
9.1.13	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
9.1.14	Providing contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site .
9.1.15	High/ Low pressure welders to be identified with separate colour clothings. No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
9.1.16	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
9.1.17	All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe for use by an experienced contractor person, before any scaffolding/platform is used.
9.1.18	All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.
9.1.19	Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.
9.1.20	Safety slogan, Safety/ Caution boards , wherever required to be displayed in consultation with BHEL.

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9.1.21	Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal ) on daily basis.
9.1.22	It is imperative on the part of the contractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social upliftment, conversion of packing woods to school furniture, keeping good relation with local populace etc.
9.1.23	The contractor shall carry out periodic air and water quality check and illumination level checking in his area of work place and take suitable control measure.
9.1.24	The Contractor is required to provide proper safety net systems where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.
9.1.25	<p>All applicable OCPs (Operational control procedures) will be followed by contractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below . In case any other OCP is found to be applicable during the execution of work at site, then contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to contractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be refereed by contractor, if they so desire.</p> <ul style="list-style-type: none"> <li>■ OCP for safe handling of chemicals</li> <li>■ OCP for Electrical safety</li> <li>■ OCP for energy conservation</li> <li>■ OCP for safe welding and gas cutting operation</li> <li>■ OCP for fire safety</li> <li>■ OCP for safety in use of hand tools</li> <li>■ OCP for first aid</li> <li>■ OCP for food safety at canteen</li> <li>■ OCP for safety in use of cranes</li> <li>■ OCP for storage and handing of gas cylinders</li> </ul>

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### Chapter-IX:HSE & OHSAS

■	OCP for manual arc welding
■	OCP for safe use of helmets
■	OCP for good house keeping
■	OCP for working at height
■	OCP for safe excavation
■	OCP for safe filling of Hydrogen in cylinder
■	OCP for illumination
■	OCP for handling and erection of heavy metals
■	OCP for safe acid cleaning
■	OCP for safe alkali boil out
■	OCP for safe oil flushing
■	OCP for steam blowing
■	OCP for safe working in confined area
■	OCP for safe operation of passenger lift, material hoists & cages
■	OCP for Vehicle maintenance
■	OCP for safe radiography
■	OCP for waste disposal
■	OCP for working at night
■	OCP for blasting
■	OCP for DG Set
■	OCP for handling & storage of mineral wool
■	OCP for drilling, reaming and grinding(machining) etc.
■	OCP for hydraulic test
■	OCP for spray insulation
■	OCP for trial run of rotary equipment
■	OCP for stress relieving
■	OCP for material preservation
■	OCP for cable laying/tray work
■	OCP for electrical maintenance
■	OCP for transformer charging
■	OCP for safe handling of battery system
■	OCP for computer operation
■	OCP for storage in open yard
■	OCP for sanitary maintenance
■	OCP for batching
■	OCP for piling rig operation
■	OCP for gas distribution test

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	<ul style="list-style-type: none"> <li>■ OCP for cleaning of hotwell / deaerator</li> <li>■ OCP for electro-resistance heating</li> <li>■ OCP for compressor operation</li> <li>■ OCP for O&amp;M of control of AC plant &amp; system</li> <li>■ OCP for air compressor</li> <li>■ OCP for passivation</li> <li>■ OCP for Safe EDTA Cleaning</li> <li>■ OCP for Safe Chemical cleaning of Pre boiler system</li> <li>■ OCP for Safe Boiler Light up</li> <li>■ OCP for Safe Rolling and Synchronisation</li> <li>■ OCP for Safe Loading of Unit</li> </ul>
9.2	<p><b>SAFETY AND CLEANLINESS :</b></p> <p>The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a "Safety Plan" to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.</p>
9.3	<p>If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.</p>
9.4	<p>During the course of construction, alternation or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.</p>
9.5	<p>Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.</p>
9.6	<p>Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective</p>

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

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9.12.4	Eye and face protection devices conforming to IS – 8620 : 1977 & IS – 8950 : 1978 or equivalent International Standard. .
9.12.5	Hand and body protection devices conforming to IS – 2575 : 1975 and IS – 6994 : 1973, IS – 8907 : 1970 & 8619 : 1977 or equivalent International Standard.
9.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the Engineer at site.
9.14	The contractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
9.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
9.16	The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
9.17	Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.

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

## SPECIAL CONDITIONS OF CONTRACT (SCC)

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

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
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	restacking of components in the erection areas.
9.34	In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
9.35	The contractor shall submit report of all accidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later than 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be submitted by the contractor to BHEL from time to time as prescribed by the Engineer.
9.36	Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
9.37	Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ horizontal and 1 vertical.
9.38	Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying, from the building or structure.
9.39	Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.6 m above ground level or floor level, they shall be closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
9.40	Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by

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

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

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter-IX:HSE & OHSAS**

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

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter-IX:HSE & OHSAS**

	compensation due to such prohibition will be entertained by BHEL.													
9.55	All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.													
9.56	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.													
9.57	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer of the Engineer's Representative.													
9.58	Keeping the work area clean/ free from debris, removed scaffoldings, scraps, insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the contractor.													
9.59	Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect.  Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.													
9.60	<p><b><u>NON COMPLIANCE:-</u></b>  NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER <b><u>for every instance of violation noticed:</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SN</th> <th style="width: 70%;">Violation of Safety Norms</th> <th style="width: 20%;">Fine (in SYP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">01</td> <td>Not Wearing Safety Helmet</td> <td style="text-align: center;">50/-</td> </tr> <tr> <td style="text-align: center;">02.</td> <td>Not wearing Safety Belt</td> <td style="text-align: center;">100/-</td> </tr> <tr> <td style="text-align: center;">03.</td> <td>Grinding Without Goggles</td> <td style="text-align: center;">50/-</td> </tr> </tbody> </table>		SN	Violation of Safety Norms	Fine (in SYP)	01	Not Wearing Safety Helmet	50/-	02.	Not wearing Safety Belt	100/-	03.	Grinding Without Goggles	50/-
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**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
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	04.	Not using 24 V Supply For Internal Work	500/-
	05.	Electrical Plugs Not used for hand Machine	100/-
	06.	Not Slings property	200/-
	07.	Using Damaged Sling	200/-
	08.	Lifting Cylinders Without Cage	500/-
	09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
	10.	Not Removing Small Scrap From Platforms	200/-
	11.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
	12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
	13.	Improper Earthing Of Electrical T&P	500/-
	14.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
	15.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/ - per victim
	<p>Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.</p>		
9.61	<p><b><u>CITATION:</u></b>-If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job</p>		
9.62	<p><b><u>MEMORANDUM OF UNDERSTANDING</u></b> After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:</p> <p style="text-align: center;"><b><u>Memorandum of Understanding</u></b></p> <p>➤ BHEL, Power Sector _____ Region is committed to Health, Safety and Environment Policy (EHS Policy).</p>		

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter-IX:HSE & OHSAS**

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- M/s \_\_\_\_\_ do hereby also commit to the same EHS Policy while executing the Contract Number \_\_\_\_\_
- M/s \_\_\_\_\_ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.
- BHEL will be carrying out EHS audits twice a year and M/s \_\_\_\_\_ shall ensure to close any non-conformity observed/reported within fifteen days.

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

Name :

Place & Date:

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter-X: RA Bill Payments**

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10.0	<b>RA Bill Payments</b>
10.1	The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
10.2	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
10.3	Release of payment in each running bill including PVC Bills will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments.
10.4	The 5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract.
10.5	The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc and other dues in the meanwhile.
10.6	BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats:  Note: BHEL may also choose to release payment by other alternative modes as applicable
10.7	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

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

<b>11.0</b>	<b>Performance Monitoring</b>										
11.1	Performance of the contractor is monitored through various reports/reviews and shall be jointly evaluated every quarter as per prescribed formats. Based on the net weighted score obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'										
11.2	Annual performance (Financial Year wise) and Over all Performance (for the Contract) shall be based on the averages of Quarterly net weighted scores.										
11.3	<p>In case Annual/Quarterly performance is found 'Unsatisfactory', BHEL reserves the right to put on hold such Contractors as given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl No</th> <th style="width: 60%;">Performance status</th> <th style="width: 30%;">Type of suspension</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)</td> <td>Hold for a period of six months for similar Work</td> </tr> <tr> <td style="text-align: center;">2</td> <td>'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the Contractor in the Region</td> <td>Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.</td> </tr> </tbody> </table> <p>Note: If there is any conflict between the "Overall" performance and the latest "Annual" performance, then the 'Overall' performance shall prevail. However, BHEL reserves the right on the decision of 'Hold', in case of consistent 'Annual' improvement notwithstanding the vendors 'Overall' performance being unsatisfactory.</p>		Sl No	Performance status	Type of suspension	1	'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)	Hold for a period of six months for similar Work	2	'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the Contractor in the Region	Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.
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**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter-XII: Suspension of Business Dealings**

12.0	<b>Suspension of Business dealings</b>
12.1	BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
12.2	Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' a contractor.
12.3	<p>A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> <li>a) Bidder does not honour his own offer or any of its conditions within the validity period.</li> <li>b) Bidder fails to respond against three consecutive enquires of BHEL.</li> <li>c) After placement of order, Bidder fails to execute a contract.</li> <li>d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.</li> <li>e) Bidder's performance rating falls below 60% in specific category (more fully described in chapter 'Performance Monitoring')</li> <li>f) Bidder works are under strike/ lockout for a long period.</li> </ul>
12.4	<p>A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-</p> <ul style="list-style-type: none"> <li>a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.</li> <li>b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL.</li> <li>c) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.</li> </ul>
12.5	<p>A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> <li>a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.</li> <li>b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.</li> <li>c) Bidder is found to be involved in cartel formation</li> </ul>

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter-XII: Suspension of Business Dealings**

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	<p>d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.</p> <p>e) The Bidder is found guilty by any court of law for criminal activity/offences involving moral turpitude in relation to business dealings.</p> <p>f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.</p> <p>g) Bidder is found to have obtained Official Company information/documentation by questionable means.</p> <p>h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.</p>
12.6	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
12.7	All existing contracts with a 'BANNED' contractor shall normally be short closed
12.8	Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
12.9	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

# TENDER - SPECIFICATIONS

## VOLUME- IC (GCC)



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
**Plot No. 25 , Sector - 16A ,**  
**Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)**

# General Conditions of Contract

(Common for Power Sector Regions)

2010

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## CHAPTER -1

### 1. GENERAL INSTRUCTION TO TENDERERS

#### 1.1. DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

#### 1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Fax/Email/Internet shall be considered as per terms of NIT.
- 1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.
- 1.3. LANGUAGE**
- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 1.4 PRICE DISCREPANCY:**
- 1.4.1 **Conventional (Manual) Price Bid opening :** In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
  - ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
  - iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
  - iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
  - v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.
- 1.4.2 **Reverse Auction:** In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.
- 1.5. QUALIFICATION OF TENDERERS**
- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.

- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered
- iii) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.

**1.6. EVALUATION OF BIDS**

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- v) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender

**1.7. DATA TO BE ENCLOSED**

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

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER (Applicable for Indian bidders only)**  
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.
- ii) **ORGANIZATION CHART**  
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor
- iv) **IN CASE OF INDIVIDUAL TENDERER:**  
His / her full name, address and place & nature of business.
- v) **IN CASE OF PARTNERSHIP FIRM**

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

vi) **IN CASE OF COMPANIES:**

- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 **AUTHORISATION AND ATTESTATION**

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

1.9 **EARNEST MONEY DEPOSIT - NA**

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

- i) EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT
- ii) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender.
- iii) No other form of EMD remittance shall be acceptable to BHEL
- iv) Bidder may opt to deposit "One Time EMD" of Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL:Power Sector Northern Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.
  - Note : The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.
- v) Bidders who have already deposited such "One Time EMD" of Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL PSNR HQ issuing the tender shall be enclosed along with the offer.

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

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

1.9.3 EMD shall not carry any interest.

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

1.10 **SECURITY DEPOSIT**

1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security

Deposit for satisfactory completion of work, as per the rates given below:

SN	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

**NOTE:** SD is required to be submitted in EUROS. The conversion rate from INR to EURO shall be the exchange rate of State Bank of India (SBI TT Selling rate) as prevailing on the date of Technical Bid opening.

1.10.2 The security Deposit should be furnished before start of the work by the contractor.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

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

1.10.4 The Security Deposit shall not carry any interest.

1.10.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager

after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL**

iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

1.10.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

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

#### 1.11 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

#### 1.12 BANK GUARANTEES

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

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

### 1.13 VALIDITY OF OFFER

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

### 1.14 EXECUTION OF CONTRACT AGREEMENT

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

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

### 1.15 REJECTION OF TENDER AND OTHER CONDITIONS

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

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

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

1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted ) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.

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

- 1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

## **CHAPTER-2**

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

- i) BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii) "EXECUTIVE DIRECTOR" or 'GROUP GENERAL MANAGER' or "GENERAL MANAGER (Incharge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii) "COMPETENT AUTHORITY" shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v) "SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi) "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii) "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- viii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.
- ix) "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
- x) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical

	Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
xi)	"LETTER OF INTENT" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
xii)	"COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
xiii)	"PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
xiv)	"EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
xv)	"TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
xvi)	"APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
xvii)	"WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
xviii)	"SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xix)	"HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
xx)	"MONTH" shall mean calendar month unless otherwise specified in the Tender.
xxi)	Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
xxii)	"COMMISSIONING" shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is

	ready for taking into service.
xxiii)	"WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
xxiv)	"TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxv)	'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
xxvi)	"COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tenderl
xxvii)	"SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor
xxviii)	"TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract
xxix)	"DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
xxx)	"RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization.
2.2	<p style="text-align: center;"><b>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract</p>
2.3	<p style="text-align: center;"><b>ISSUE OF NOTICE</b></p>
2.3.1	<p><b><u>Service of notice on contractor</u></b> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by <b>Registered Post / Speed Post</b> to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.</p>
2.3.2	<p><b><u>Service of notice on BHEL</u></b> Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.</p>
2.4	<p style="text-align: center;"><b>USE OF LAND</b></p> <p>No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.</p>

**2.5 COMMENCEMENT OF WORK**

- 2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

**2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:**

- 2.6.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing
- 2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
- 2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
- 2.6.4 Based on the above quantities, contractor shall prepare the bills in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
- 2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
- 2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
- 2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
- 2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

- 2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.
- 2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.
- 2.7 RIGHTS OF BHEL**  
BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
- 2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- 2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-
- i) Contractor's continued poor progress
  - ii) Withdrawal from or abandonment of the work before completion of the work
  - iii) Contractor's inability to progress the work for completion as stipulated in the contract
  - iv) Poor quality of work
  - v) Corrupt act of Contractor
  - vi) Insolvency of the Contractor
  - vii) Persistent disregard to the instructions of BHEL
  - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
  - ix) Non fulfillment of any contractual obligations
  - x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule
- 2.7.3 To meet the expenses including BHEL overheads of 30% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof
- 2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- 2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure

to fulfill any of his obligations. BHEL shall levy overheads of 15% on all such payments.

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

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

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value. Final Contract value for this purpose shall mean executed contract value plus value of unexecuted portion of work as per rate schedule.

2.7.9 **LIQUIDATED DAMAGES/PENALTY**

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary/Additional Items and PVC.

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

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

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

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

- 2.8.3 As per Clause no. 10.1 of TCC.
- 2.8.4 As per Clause no. 10.1 of TCC.
- 2.8.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6 NA
- 2.8.7 Contractor shall be responsible for provision of Health and Sanitary arrangements, Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.10 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.11 All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor
- 2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract
- 2.8.14 Any delay in completion of works/or non achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable

number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer

- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
- 2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- 2.8.20 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.
- 2.8.21 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly
- 2.8.22 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.8.23 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/

replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

**2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

- 2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work. The above programme shall be supported by monthwise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.
- 2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
- 2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL
- 2.9.4 Quarterly 'Evaluation of Contractor Performance' shall be assessed as per prescribed formats and shall form the basis for 'Annual/Overall Performance Evaluation' of the Contractor. These shall also be used for Evaluation of Bids for future tenders.

**2.10 TIME OF COMPLETION**

- 2.10.1 The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers
- 2.10.2 The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

**2.11 EXTENSION OF TIME FOR COMPLETION**

- 2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- 2.11.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
- 2.11.3 However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
- 2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.

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

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

**2.12 OVERRUN COMPENSATION**

2.12.1 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original contract period subject to the following terms and conditions.

2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.

2.12.3 The amount of increase payable per month due to rate revisions is subject to a minimum of Rs 1,00,000/- per month and a maximum of Rs 10,00,000/- per month. (*Currency preferred to be considered in SYP instead of Rs.*)

2.12.4 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned

2.12.5 Payment of ORC shall be regulated as follows:

- i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.
- ii) 50% of the compensation as per clause 2.12.3 is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein
- iii) 50% of the compensation as per clause 2.12.3, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities
- iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Manday rate basis

2.12.6 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

**2.13 INTEREST BEARING RECOVERABLE ADVANCES**

2.13.1 Normally no advance is payable to the contractor. However, advance payment in exceptional circumstances shall be interest bearing and secured through an equivalent Bank Guarantee( In Euros) and shall be limited to a maximum of 5% of contract value.

2.13.2 In exceptional circumstances, with due justification, Competent Authority of BHEL is empowered to approve proposals for payment of additional interim interest bearing advance against matching Bank Guarantee, for resource augmentation towards expediting work for project implementation.

2.13.3 Payment and recovery of Interest Bearing Recoverable advance shall be at the sole discretion

of BHEL and shall not be a subject matter of arbitration.

- 2.13.4 The rate of interest applicable for the above advances shall be the prime lending rate of State Bank of India prevailing at the time of disbursement of the advance + 2%, and such rate will remain fixed till the total advance amount is recovered
- 2.13.5 Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 80% of contract value.
- 2.13.6 Recovery rate per month shall be the sum of:
- a. 10% of Running Bill amount
  - b. Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts
- 2.13.7 Contractor to submit Bank Guarantee ( In Euros) as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration or the balance contract period which ever is later. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount and the remaining recovery period.
- 2.13.8 BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement

**2.14 QUANTITY VARIATION**

- 2.14.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limits of Plus (+) or Minus (-) 15% of awarded contract value
- 2.14.2 Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows:
- i) In case the finally executed contract value reduces below the lower limit of Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the contract value and the actual executed value.
  - ii) In case the finally executed contract value increases above the upper limit of Contract Value due to quantity variation specified above, there will be no revision in the rates within the contract period.

**2.15 EXTRA WORKS**

- 2.15.1 All rectifications/modifications, revamping, and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.
- 2.15.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged

by the contractor at his cost.

- 2.15.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.
- 2.15.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same
- 2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

**MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS:** Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/repairs/rectification/modification/fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at SYP 250/- per man hour.

- 2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.
- 2.15.7 **Extra Works for Civil Packages** shall be regulated as follows
- i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re erecting etc due to no fault of Contractor, shall be in the order of the following:
- a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.
- b) As per CPWD-DSR-2007 (or latest edition) with applicable escalation derived from All India Consumer price Index for Whole Sale Commodities, OR, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed, whichever is less
- c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.
- ii) PVC and ORC will not applicable be for (i) above.

2.16 **SUPPLEMENTARY ITEMS**

2.16.1 **For NON Civil Works**

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

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

2.16.2 **For Civil Works**

<p>i) <u>Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:</u></p> <p>a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities</p> <p>b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.15.7</p> <p>ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14</p> <p>iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.</p> <p>iv) PVC and ORC will not be applicable for (i) above.</p>
<p>2.17 <b>PRICE VARIATION COMPENSATION</b> Shall be as per Clause no. 10.4 of TCC.</p>
<p>2.18 <b>INSURANCE</b></p> <p>2.18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.</p> <p>2.18.2 It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.</p> <p>2.18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.</p> <p>2.18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody , matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.</p>
<p>2.19 <b>STRIKES &amp; LOCKOUT</b></p> <p>2.19.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the Contractor's bills.</p>

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

**2.20 FORCE MAJEURE**

The following shall amount to Force Majeure:-

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

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

**2.21 ARBITRATION & RECONCILIATION**

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

The award of the Arbitrator shall be binding upon the parties to the dispute

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

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

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

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

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

## 2.22 RETENTION AMOUNT

2.22.1 Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Retention amount shall always be retained in cash and shall not be released against BG under any circumstance.

2.22.2 Refund of Retention Amount shall be as follows.

- i) 100% of retention amount to be released along with 'Final Bill' .
- ii) NA

## 2.23 PAYMENTS

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

### 2.23.1 Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract
- iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.
- v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

### 2.23.2 Final Bill

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

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities .
- iii) Indemnity bond as per prescribed format

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

2.18 PERFORMANCE GUARANTEE FOR WORKMANSHIP - NA

2.19	<b>CLOSING OF CONTRACTS</b> The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.
2.20	<b>REVERSE AUCTION:</b> BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.
2.21	<b>SUSPENSION OF BUSINESS DEALINGS</b> BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.
2.22	<b>OTHER ISSUES</b>
2.22.1	Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
2.22.2	In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
2.22.3	Unless otherwise specified in NIT, offers from consortium/JVs shall not be considered.
2.22.4	BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts like providing services for Hot water flushing, Chemical Cleaning, Transportation, etc

# **TENDER - SPECIFICATIONS**

## **VOLUME- ID (FORMS & PROCEDURES)**



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
**Plot No. 25 , Sector - 16A ,**  
**Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)**

Rev 00  
6<sup>th</sup> JULY  
2010

# FORMS & PROCEDURES

(Document No. PS:MSX:F&P)

BHARAT HEAVY ELECTRICALS LIMITED



# FORMS & PROCEDURES

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## FORMS & PROCEDURES

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## : will be released later

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

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

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

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

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorised Representative of Bidder**

Signature :

Name :

Address :

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

---

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

**NO DEVIATION CERTIFICATE**

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

---

To,

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

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

-----

To,

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

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

Date :

Place:

**DECLARATION FOR RELATION IN BHEL**

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

-----

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....

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

**Tick(√) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

**NON DISCLOSURE CERTIFICATE**

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

---

I/We understand that BHEL PS-NR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....  
who are submitting offer for providing services to BHEL PS-NR against  
Tender Specification No: \_\_\_\_\_,  
hereby undertake to comply with the following in line with Information  
Security Policy of BHEL PS-NR, NOIDA

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS-NR.

(Signature, date & seal of Authorized  
Signatory of the bidder)

Date:

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

-----

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

**NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same**

**FORMAT FOR SEEKING CLARIFICATION**

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

-----  
To,

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

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

Sl no.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date &amp; seal of Authorized Representative of the Bidder)

## CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

SL NO.	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	CUSTOMER NAME & ADDRESS	CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED	%AGE OF WORK COMPLETED	VALUE OF BALANCE WORK (Rs. Lacs)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**NOTES:**

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.

2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.

3. BHEL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT , IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

DATE :  
PLACE:

Signature

Name, Designation &amp; Seal of Bidder

**CONTRACT AGREEMENT**

Form No: F-10 (Rev 00)

**BHARAT HEAVY ELECTRICALS LIMITED**  
*(A Government of India Undertaking)*  
Power Sector – Northern Region  
NOIDA (UP)  
INDIA

**CONTRACT AGREEMENT**

AGREEMENT NO. \_\_\_\_\_

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF INTENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
(SIGNATURE OF BHEL OFFICER)

**CONTRACT AGREEMENT**

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

AND

M/S \_\_\_\_\_ (hereinafter called the `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. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.-----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 references cited therein.

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

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (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.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

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

OR

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

4. The 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 installment 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.-----

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of 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 the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the 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.
7. 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 the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. 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.
12. 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.
13. 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

**CONTRACT AGREEMENT**

Form No: F-10 (Rev 00)

consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

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

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

16. The following documents

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

2. Contractor's Offer No-----  
dated-----.

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. Letter of Intent No\_\_\_\_\_ dated\_\_\_\_\_.

7. \_\_\_\_\_

shall also form part of and govern this Agreement.

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

WITNESS

1.

2.

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

WITNESS

1.

2.

(For and on behalf of BHEL)

**BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at BHEL, Power Sector Northern Region, Sector-16-A, NOIDA -201301(UP) hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

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

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

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

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

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

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

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

**BANK GUARANTEE FOR SECURITY DEPOSIT**

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

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

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

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi/Delhi only.

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

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

(Name of the Bank)

Signed for and on behalf of the Bank  
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

Notes :

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

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**  
-----

B.G. No.

Date

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ by < **Name and Address of Bank**> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/S Bharat Heavy Electricals Limited a Company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110049 through its unit at BHEL, POWER SECTOR, Northern Region, Sector-16 A, NOIDA-201301 (UP) hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s. \_\_\_\_\_ (hereinafter referred to as the Contractor) have entered into a Contract arising out of Letter of Intent no. \_\_\_\_\_ dtd \_\_\_\_\_ (hereinafter referred to as "the Contract") for the < **Name of work**> with the Company.

AND WHEREAS the Contract inter-alia provides that the Company will pay to the Contractor interest bearing advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on certain terms and conditions specified in the Contract subject to the Contractor furnishing a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in favour of the Company.

AND WHEREAS the Company has agreed to accept a Bank Guarantee from a Bank to cover the said advance.

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

**NOW THIS DEED WITNESSES AS FOLLOWS:-**

(1) In consideration of the Company having agreed to advance a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Contractor, the Guarantor do hereby guarantee the due recovery by the Company of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the Contract and /or the said advance together with interest as aforesaid is not fully recovered by the Company the Guarantor do hereby unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) any claim made by the Company on them for the loss or damage caused to or suffered by the Company by reasons of the Company not being able to recover in full the advance with interest as aforesaid.

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**  
-----

- (2) The decision of the Company whether the Contractor has failed to utilise the said advance or any part thereof for the purpose of the Contract and / or as to the extent of loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs. \_\_\_\_\_ with interest if any shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the default or questions the correctness of any demand made by the Company in any Court Tribunal or Arbitration proceedings or before any other Authority.
- (3) The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either enforce or forbear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Contractor or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.
- (4) The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period till the Company discharges this Guarantee, subject to however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
- (5) The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.
- (6) It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealised.
- (7) Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_, i.e. the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time. Unless a claim or demand under this guarantee is made against us on or before-----, we shall be discharged from our liabilities under this Guarantee thereafter.

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**

- (8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at New Delhi/Delhi only.
- (9) The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the Power of Attorney dated \_\_\_\_\_ (To be incorporated by the Bank) granted to him by the proper authorities of the Guarantor.

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

(Name of the Bank)

Signed for and on behalf of the Bank  
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
  - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida-201301 (Uttar Pradesh)
  - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
  - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
  - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
  - PSNR : Delhi
  - PSER : Kolkata
  - PSWR: Nagpur
  - PSSR : Chennai
3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted, under sealed cover.

**FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE**

1. To be typed on non judicial Stamp Papers of value as applicable in the State of India from where the BG has been issued or the State of India where the BG shall be operated
2. The non judicial stamp papers shall be purchased in the name of the Party on whose behalf the BG is being issued or the BG issuing Bank

-----  
BANK GUARANTEE NO.:

Date:.....

To

(Write Designation and Address of Officer of BHEL inviting the Tender)

Dear Sir

Sub : Validity of Bank Guarantee No:..... Dated ..... for  
..... Rs ..... in favour of yourself, expiry date  
....., on account of M/s ..... in respect of  
Contract Number....., (herein after called the Original bank Guarantee)

At the request of M/s....., we ..... Bank,  
having its branch Office at ..... and having Head office  
at ....., do hereby extend our liability under the above mentioned Bank Guarantee  
number..... dated ..... for a further period of .....Months/years  
from ..... to expire on .....

Except as provided above, all other terms and conditions of the Original Bank Guarantee No  
..... Dated..... shall remain unaltered and binding on us.

Kindly treat this extension as an integral part of the original Bank Guarantee to which it  
would be attached.

Yours faithfully

Signature.....

Name & Designation.....

Power of Attorney/Signing Power No

Seal of Bank





PS- NR

**MONTHLY PLAN & REVIEW WITH  
CONTRACTOR**

Page 2 of 4

CONTRACT NO:

CONTRACTOR:

PART – B-1 REVIEW OF DEPLOYMENT OF MAJOR T&amp;Ps

**SUPPLIER SCOPE:-**

SN.	MAJOR T&P TO BE DEPLOYED AS PER WORK PLANNED FOR THE MONTH	QTY.	DEPLOYMENT STATUS (ACTUAL DEPLOYED)	REMARKS (WORKS EFFECTED DUE TO NON-DEPLOYMENT OF T&Ps)

**BHEL SCOPE:-**

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



PS- NR

**MONTHLY PLAN & REVIEW WITH  
CONTRACTOR**

Page 3 of 4

CONTRACT NO:

CONTRACTOR:

PART – B-2 REVIEW OF DEPLOYMENT OF MANPOWER

**SUPPLIER SCOPE:-**

SNO.	AREA OF WORK	CATEGORY OF LABOUR	NO. OF LABOUR REQUIRED AS PER CATEGORY	DEPLOYED FOR THE PERIOD	REMARKS (WORKS AFFECTED DUE TO NON-AVAILABILITY OF LABOUR)

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



PS- NR

## MONTHLY PLAN & REVIEW WITH CONTRACTOR

Page 4 of 4

**CONTRACT No.:****Date of Report:**

### PART C1 : PLAN FOR THE NEXT MONTH (PHYSICAL)

SL NO.	DESCRIPTION OF WORK (Area Wise)	PLANNED MT/ % / QTY (EXCLUDING SHORTFALLS ATTRIBUTABLE TO CONTRACTOR TILL DATE)	T&Ps REQUIRED	MANPOWER REQUIRED	REMARKS

NOTE: USE SEPARATE SHEETS, IF REQUIRED

### PART C2: PLAN FOR THE NEXT MONTH (OTHERS)

SL NO.	DESCRIPTION OF WORK (Area Wise)	PLANNED MT/ % / QTY	T&Ps REQUIRED	MANPOWER REQUIRED	REMARKS

NOTE: USE SEPARATE SHEETS, IF REQUIRED

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



## QUARTERLY EVALUATION OF OF CONTRACTOR PERFORMANCE

Page No 1 Of 4

**NOTE:** This evaluation should be done **EVERY QUARTER** \* by the respective Regions for all Contracts under executions

\* : March, June, September & December of every year

A	GENERAL	
1	Reporting Period	Quarter ending : Year :
2	Name of Site	
3	Name of Contractor	
4	Contract Number/LOI Number & Date	
5	Name of Work	
6	Contract Start Date	
	I. As per Contract	
	II. Actual Date of Start	
7	Completion Status (as on date)	
	I. Physical completion in %age	
	II. Running Bill amount paid in %age of Contract Value	
8	Scheduled Completion Time	
9	Actual Date of Completion	
10	Awarded Contract Value	
11	Final contract Value	
BHEL		Contractor
(Signature with Name, Designation & date)		(Signature with Name, Designation & date)



### QUARTERLY EVALUATION OF CONTRACTOR PERFORMANCE

Page No 2 Of 4

		MAX SCORE	SCORE OBTAINED
<b>1.0 QUALITY</b>			
1.1	Amenability to Quality System	5	
1.2	Adherence to Quality Standards	5	
1.3	Preventing recurrence of Defects/Complaints	5	
1.4	Finishing and aesthetics	5	
1.5	Housekeeping	5	
1.6	Rating of Quality Officer for Quality Control of Job	5	
<b>2.0 DELIVERY</b>			
2.1	Achievements vis a vis Requirements/Commitments	5	
2.2	Timely Depoyment of Manpower	5	
2.3	Timely Depoyment of T&Ps and MMEs	5	
2.4	Timely arrangement of Consumables	5	
<b>3.0 MANPOWER</b>			
3.1	Experience and Job knowledge of Supervisory personnel	5	
3.2	Aptitude of supervisory Personnel (w.r.t. Attitude, Initiative, Leadership, Cooperativeness, etc.)	5	
3.3	Adequacy of Manpower (Work Force) deployed	5	
3.4	Competence of Manpower (Work Force) deployed	5	
<b>4.0 T&amp;P, IMTEs &amp; CONSUMABLES</b>			
4.1	Adequacy of T&P & MMEs as per Site requirement	5	
4.2	Condition of T&P & MMEs	5	
4.3	Ensuring Fitness & Calibration of T&P & MMEs	5	
4.4	Adequacy of Consumables as per Site requirement	5	
<b>5.0 SITE INFRASTRUCTURE AND SERVICE</b>			
5.1	Site Organization vis a vis Commitment	5	
5.2	Readiness to rectify Defects	5	
5.3	Providing support Documents and Records	5	
5.4	Speed of responce	5	
5.5	Cooperativeness in Delivering and Implementing Improvement Measures	5	
5.6	Approachability of Top Management during critical requirements and its cooperation	5	



**QUARTERLY EVALUATION OF CONTRACTOR PERFORMANCE**

Page No 3 Of 4

**6.0 SITE FINANCE**

6.1	Regularity in Payment to Staff and Workers	5	
6.2	Financing Site Operation	5	

**7.0 HSE (Health Safety & Environment) & SA (Social Accountability)**

7.1	Health & Safety Awareness among Employess	5	
7.2	Rating of Safety Supervisor on HSE Aspects		
7.2.1	Experience and Job knowledge of Safety Supervisor	5	
7.2.2	Rating of safety Supervisor for controlling Safety at Site	5	
7.3	Quality & Usage of Safety gadgets		
7.3.1	Personal Protective Equipments (PPE)	5	
7.3.2	Use of Safety Equipments & Safety in Equipments (Safety Net, Toeguard, Proper earthing, Fire-fighting Equipments etc.)	5	
7.4	Use of Safety Posters	5	
7.5	Compliance to Social Accountablity Norms	5	
7.6	Rating based on feed back of HSE & SA Audits	5	

**8.0 OTHERS**

8.1	Concern for Employees Welfare and Health (like First Aid)	5	
8.2	Compliance to Statutory Requirements, State and Local Laws/Regulations	5	
8.3	Tendency of taking undue advantage by interpreting Contract Clauses in their favour (Score 5 for no tendency)	5	
8.4	Understanding of Contract (Scope & Contract Clauses)	5	
8.5	Planning of Work Activities(Monthly/Weekly/Daily)	5	
8.6	Submission of Monthly/Weekly/daily Report	5	

BHEL  
(Signature with Name, Designation & date)

Contractor  
(Signature with Name, Designation & date)



### QUARTERLY EVALUATION OF CONTRACTOR PERFORMANCE

SI No	Category	Max Score	Score obtained	Weightage factor	Weighted Score
1	Quality	30		0.4	
2	Delivery	20		0.75	
3	Manpower	20		0.6	
4	T&Ps, MMEs & Consumables	20		0.75	
5	Site Infrastructure & Service	30		0.4	
6	Site Finance	10		1.1	
7	HSE & SA	40		0.35	
8	Others	30		0.3	
9	<b>Total Weighted Score</b>				
10	Any detail which Construction Manager wants to share with Management				
11	<u>Less</u> Score for Accidents attributable to Contractor during the Reporting Period (Major at@3 Minor@1)				
a	Major Accidents-----Fatal,Permanent Disability, Major Damage to Equipment.				(-)
b	Minor Accidents ----- All others				(-)
12	<b>Net Weighted Score (OUT OF 100):</b>				
Overall Performance Evaluation :			Good / Satisfactory / Unsatisfactory		
<b>Net Weighted Score</b> 80% and Above - Good Between 60% To 80% -Satisfactory 60% and Below -Unsatisfactory					
Dated:			Section Head/ Site Engineer		
<b>Specific Recommendation of Construction Manager:</b>  <div style="text-align: right;">Construction Manager</div>					
<b>FOR SUB CONTRACT DEPTT.</b>  Dated <span style="float: right;">Head (S/C)</span>  GM/SCP					

Note: This summary evaluation sheet is to be sent to Contractor after every Evaluation



**ANNUAL EVALUATION OF CONTRACTOR  
PERFORMANCE**  
(EVALUATED FINANCIAL YEAR WISE AT HQ)

Page 1 of 1

1. **Contract No.:**
2. **Contractor:**
3. **Name of Site :**
4. **Reporting Period (Financial Year):**

Sl No	QUARTER	Net Weighted score
1	Quarter-I	
2	Quarter-II	
3	Quarter-III	
4	Quarter-IV	
5	Total for the 4 Quarters	
6	Average for the Year (Financial Year)	
7	<b>Annual Evaluation of Contractor Performance</b> (based on net weighted score)	<ul style="list-style-type: none"> <li>➤ 80% and above : Good</li> <li>➤ Between 60% to 80% : Satisfactory</li> <li>➤ 60% and below : Unsatisfactory</li> </ul>

**Comments if any:**

**Head/Subcontracts**

**Date:**

**General Manager/SCP**



**OVERALL PERFORMANCE OF CONTRACTOR FOR THE  
CONTRACT**  
(EVALUATED CONTRACT WISE AT HQ)

Page 1 of 1

1. Contract No.:

2. Contractor:

3. Name of Site :

4. Reporting period (From : \_\_\_\_\_ To : \_\_\_\_\_ )

SI No	FINANCIAL YEAR	QUARTER	Net Weighted score
1		Quarter-I	
		Quarter-II	
		Quarter-III	
		Quarter-IV	
2		Quarter-I	
		Quarter-II	
		Quarter-III	
		Quarter-IV	
3		Quarter-I	
		Quarter-II	
		Quarter-III	
		Quarter-IV	
4		Quarter-I	
		Quarter-II	
		Quarter-III	
		Quarter-IV	
5		Total for all the quarters	
6		Average for the all the Quarters (Contract Period)	
7		Overall Performance for the Contract (based on net weighted score)	➤ 80% and above : Good ➤ Between 60% to 80%: Satisfactory ➤ 60% and below : Unsatisfactory

**Comments if any:****Head/Subcontracts****Date:****General Manager/SCP**

**MILESTONE COMPLETION CERTIFICATE**  
(issued by BHEL on the specific request of Contractor)

-----  
Ref :

Date:

To,

(Name & address of Contractor)

Dear Sir,

References

1. Contract No:
2. Job Description:

This is to hereby confirm that the following Milestone Activity has been achieved in respect of the Contract /Job under reference

SI No	Milestone Activity	Remarks

This certificate is issued as per your request vide letter no .....  
without any prejudice to the rights of BHEL in line with the terms and conditions of the  
above referred Contract

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

**CONTRACT COMPLETION CERTIFICATE**  
 (Issued by BHEL/HQ on the specific request of Contractor)

Ref :

Date:

**To Whom so ever it may concern**

1	DESCRIPTION OF WORK	
2	NAME AND ADDRESS OF THE CONTRACTOR	
3	CONTRACT NO	
4	CONTRACT VALUE	
5	LETTER OF INTENT NO & DATE	
6	CONTRACT PERIOD//CONTRACT DURATION	
7	FINAL EXECUTED VALUE	
8	PERFORMANCE	GOOD SATISFACTORY UNSATISFACTORY

This certificate is issued as per your request vide letter no .....  
 without any prejudice to the rights of BHEL to use this certificate for evaluation of your offers for future tenders

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

**INDEMNITY BOND**

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

-----  
This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Power Sector-Northern Region, Sector-16-A, NOIDA-201301, Uttar Pradesh State (India). (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor , the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract ( including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

**INDEMNITY BOND**

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

-----

The Contractor further agree that the Company shall be entitled to with hold and adjust the Security Deposit and/or with hold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxxxxxx

Witness:

- 1
- 2

TIE-UP/CONSORTIUM AGREEMENT

---

(To be executed on Rs. 50/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, by and between (1) M/s \_\_\_\_\_, ( The First Party, i.e, the Bidder) a company incorporated under the Company's Act 1956, having its registered office at \_\_\_\_\_(herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s \_\_\_\_\_, (The Second Party, i.e, the associates), a company incorporated under the Company's Act 1956, having its registered office at \_\_\_\_\_ (herein after called the " Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of \_\_\_\_\_, at \_\_\_\_\_ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s \_\_\_\_\_ ( The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for \_\_\_\_\_ as detailed in the Bid doc. no. < TENDER REF----->

AND WHEREAS M/s \_\_\_\_\_ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of \_\_\_\_\_ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s \_\_\_\_\_ (The Second Party, the Associates) , who fully meet the balance part of the said works (\_\_\_\_\_).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

TIE-UP/CONSORTIUM AGREEMENT

---

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader (Lead Partner) and will be responsible for the entire works.

TIE-UP AGREEMENT

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely \_\_\_\_\_  
\_\_\_\_\_
4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely \_\_\_\_\_  
\_\_\_\_\_
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
8. It is agreed interse between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

TIE-UP/CONSORTIUM AGREEMENT

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IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at \_\_\_\_\_(Place) .

WITNESS For  
1. NAME (FIRST PARTY)  
2. OFFICIAL ADDRESS

WITNESS For  
1. NAME (SECOND PARTY)  
2. OFFICIAL ADDRESS

[The successful bidder shall have to execute the " JOINT DEED OF UNDERTAKING " in the format to be made available by BHEL at the time of awarding].

REFUND OF SECURITY DEPOSIT

To,

The Construction Manager  
BHEL Site Office

Dear Sir,

Sub : Refund of Security Deposit

Ref : Contract No: .....

Work:.....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:..... dated ..... . In line with Tender conditions (GCC clause no 1.11), kindly arrange to release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

- 1. Cash Portion :
- 2. BG Portion :

Thanking You

Date: \_\_\_\_\_

Authorised representative of Contractor

To be filled up by BHEL

- 1. Security Deposit to be refunded:
  - a. Cash Portion:
  - b. BG Portion :
- 2. Less
  - a. Amount spent by BHEL on behalf of Contractor:
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Other recoveries for Services etc
  - d. Any other recoveries
  - e. Total of 'a' to 'd':
- 3. Net Amount to be released (1-2) :
- 4. Certified that
  - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
  - b. Contract Guarantee period of ..... Months commenced wef : \_\_\_\_\_
  - c. All objections raised so far have been settled
  - d. A note for refund of Security Deposit has been made in the Measurement Book

Signature of BHEL Engineer

Construction Manager

Date:-----

**REFUND OF GUARANTEE MONEY**

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR, NORTHERN REGION**

---

Ref No:

Date:

1. Name and Address of Contractor :
2. Contract Agreement/LOI No :
3. Date of Contract Agreement/LOI :
4. Name of the Work undertaken :
5. Date of commencement of the Work :
6. Date of Completion of the Work :
7. Period of Maintenance :  
(Guarantee Period)
8. Date on which the Final Bill was paid :
9. Last date of making good the defect :  
during Maintenance Period
10. Expenditure incurred by BHEL during :  
Maintenance Period, if any, recoverable
11. Date on which Guarantee Money refund:  
falls due as per Contract
12. Amount of Guarantee Money to be refunded:
13. Less Amounts recoverable (with details)
  - a. Amount spent by BHEL on maintenance :
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Court dues/penalties/compensation :
  - d. Other recoveries for Services, etc :
  - e. Total of 'a' to 'd' :
14. Net Amount recommended for release (12-13) :

Signature of BHEL Engineer

Date: \_\_\_\_\_

**REFUND OF GUARANTEE MONEY**

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR, NORTHERN REGION**

**CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL \_\_\_\_\_, for the work done or for labour or material supplied or any other account arising out of or connected with the Contract Agreement/LOI (No \_\_\_\_\_ dated \_\_\_\_\_) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI referred to.

Signature of Contractor

Date:

**CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER**

1. Certified that
  - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
  - b. Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period of maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
  - c. All objections raised so far have been settled
  - d. A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement/Work Order

Signature of BHEL Engineer

Construction Manager

Date:-----

**FOR USE IN ACCOUNTS DEPARTMENT**

Passed for Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ only)

Accountant

Accounts Officer

**ACKNOWLEDGE BY THE CONTRACTOR**

Received Rs \_\_\_\_\_ in full and final settlement of my/our claim

Signature of Contractor

Date:

**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT**

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

-----  
KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector, Northern Region, NOIDA-201301 (UP), in connection with .....  
..... vide Tender Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

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

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

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**ANALYSIS OF UNIT RATES QUOTED**

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref : Tender Specification No: .....

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

SN	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	<b>TOTAL</b>	100%	

Yours faithfully,

(Signature, Date &amp; Seal of Authorized Representative of the Bidder)

**BHARAT HEAVY ELECTRICALS LIMITED**

DIVISION.....

**Running Account Bill**

(Para 4.31.1 of Works Accounts Manual)

Name of the Contractor:

Name of the Work:

Sanctioned Estimate:

Code No:

Contract Agreement No :

Dated:

Departmental Bill no:

Division:

Date of written order to commence the work :

Date of commencement of the Work:

Due date of completion as per Agreement:

Date:

Sub-Division:

**1. ACCOUNT OF WORK EXECUTED**

On account payment for work not previously previously measured**			Item No of	Description of Work	Quantity as per agree- ment	Quantity executed up to date	Rate	Unit	Payment on the basis of actual measure- ment up to date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total	since last	Total										
As per	running	up to										
Running	account	date										
Account	bill											
bill												
Rs.	Rs.	Rs.					Rs.	P.	Rs.	P.	Rs.	P.
1	2	3	4	5	6	7	8	9	10	11	12	13

\*\*1. Whenever payment is made on 'on account' basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12.

2. whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total up to date in column 4 may become nil.

1	2	3	4	5	6	7	8	9	10	11	12	13
---	---	---	---	---	---	---	---	---	----	----	----	----

Total value of work done up to date (A) ...

Deduct value of work shown on the last Running Account Bill (B) ...

Net value of work done since last (C) ...

Rupees (in words) .....only.

## II.MEMORANDUM OF PAYMENTS

		I		II	
		Rs.	P.	Rs.	P.
1.Total value of work actually measured as per Account No. I. Column 10	(A)	.....		.....	
2.Total up to date 'on account' payment for work covered by approximate Or plan measurements as per Account No. I, Column 3	(B)	.....		.....	
3.Total up to date secured advances on security of materials as per column 8 Of the enclosed Account (Form WAM 10)	(C)	.....		.....	
4.Total up to date payments [(A) + (B) + (C)]	(D)	.....		.....	
5.Total amount of payments already made as per Entry (D) of last Running Account Bill No..... Dated.....forwarde to the Accounts Office on .....	(E)				
6.Balance [(D)-(E)]		.....			
7.Payments now to be made:					
a) by cash/cheque			.....		
b) by deduction for value of materials supplied			.....		
c) by BHEL vide Annexure A attached			.....		
d) by deduction for hire of tools and plant vide Annexure B attached			.....		
e) by deduction for other charges vide Annexure C Attached			.....		
f)by deduction on account of security deposit			.....		
h) by deduction on account of Income Tax			.....	.....	

Note: Amounts relating to items 4 to 6 above should be entered in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

**III.CERTIFICATE OF THE ENGINEER IN CHARGE**

**Form WAM 6 (contd...)**

1. The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by.....and are recorded at pages.....of  
(Name and Designation)

Measurement Book No .....

2. Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc, forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D).

3. Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor

Date:

Signature of Engineer in charge

Designation:

Date:

**IV. CERTIFICATE OF THE SENIOR ENGINEER**

1. Certified that measurements have been check measured to the prescribed extent by .....at site and also by the undersigned and the relevant entries have been intialled in the Measurement book. (vide pages.....)  
(Name and Designation)

2. Certified that all the measurements recorded in the measurement book have been correctly billed for

3. Certified that all recoberable amounts in respect of materials tools and plant etc, and other charges have been correctly made vide

Annexures A to C attached.

Certified for payment \* of Rs.....( Rupees.....only)

To be paid in cash/by cheque in the presence of .....

**ALLOCATION**

The expenditure is chargeable as under and to be included in the accounts for.....20.....

Ledger Head

Debit (Gross amount)

Credit (Deductions)

Rs. P.

Rs. P.

\_\_\_\_\_

Total

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Here specify the net amount payable.

Signature of Senior Engineer

Date:

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Accounts Bill No .....Dated.....  
 Entered in Journal Book vide entry No.....Dated.....  
 Passed for.....Rs.....  
 Less Deductions.....Rs.....  
 Net Amount Payable.....Rs.....  
 (Rupees.....only)  
 Payable to Shri/M/s.....by cheque/cash  
 Entered in Contractor's Ledger No.....Page.....

Ledger Head	ALLOCATION		Code no:	
	Estimate No:		Code no:	
	Name of the Work:			
	Debit (Gross amount)		Credit (Deductions)	
	Rs.	P.	Rs.	P.
-----	-----	-----	-----	-----
	-----	-----	-----	-----
	-----	-----	-----	-----
	Total		-----	-----

Assistant                      Accountant                      Account Officer  
 Date:                              Date:                              Date:

VI. Received Rs.....( Rupees.....only) as per  
 Memorandum of Payments on account of this work.

Signature of witness  
 Address :  
 Date:

Revenue  
 Stamp  
 Signature of Contractor  
 Date:

VII. ENTRIES TO BE MADE BY TREASURY SECTION

Cash Book entry No. and date:

Amount paid              Rs.....  
 Amount unpaid            Rs.....  
 Total                              Rs.....

Signature of Cashier  
 Date:

ANNEXURE A

Statement showing details of materials issued to the contractor Shri/M/s.....  
 In respect of Contract Agreement No .....Dated.....

Sl. No.	Stores issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from the contractor				R E M A R K S
							Rate at which recoverable	Amount recoverable	Amount recovered up to previous bill	Balance now recovered	
1	2	3	4	5	6	7	8	9	10	11	12
							Rs. P.	Rs. P.	Rs. P.	Rs. P.	

Total

Signature of contractor  
Date:

Signature of Engineer in Charge  
Date:

Signature of Senior Engineer  
Date:

## ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s.....  
 In respect of Contract Agreement No .....Dated.....

Sl. No	Description of tools and plant issued	Period for which Issued	Rate at which recovery Is to be Made		Amount recover-able		Amount recovered upto previous bill		Balance now recovered		Remarks
			Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	
1	2	3	4	5	6	7	8				

Total

Signature of contractor  
Date:

Signature of Engineer in Charge  
Date:

Signature of Senior Engineer  
Date:



## ANNEXURE D

Name of the Contractor:

Contract Agreement No:

Name of the Work:

Date:

Sl. No.	Description of item	Unit	Quantity as per Agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement Rs. P.	
1	2	3	4	5	6	7	8	

Rate as executed		Amount as per agreement		Amount as executed		Amount further anticipated		Total amount anticipated on completion		Difference				Reason for the deviation with authority, if any
Rs. P.		Rs. P.		Rs. P.		Rs. P.		Rs. P.		Excess		savings		
Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	
9		10		11		12		13		14		15		16

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:



1	2	3	4	5	6	7	8	9	10	11	12	13
---	---	---	---	---	---	---	---	---	----	----	----	----

Total Value of Work Done up to date	(A)	
Deduct Value of work shown on the last running account bill	(B)	
Net value of work done since last running account bill	(C)	

Rupees (In Words).....Only

**II MEMORANDUM OF PAYMENT**

1	Total Value of work actually measured as per Account no I coloumn 10	(A)	Rs.	P
	Deduct amount of paym,ents already made as per last running account bill No ..... Dated.....			
2	Forwarded to the Accounts Office on .....	(B)		
3	Payments now to be made { (A) - (B)}	(C)		
4	Deduct ammounts recoverable from the contractor on account of :	Rs		P
	a Material suplied by BHEL vide annexure A attached			
	b Hire of Tools & Plants vide Annexure B attached			
	c Other charges vide Annexure C attached			
	d Income Tax			
	Total deduction			
5	Balance			
6	Refund of 50% of security deposite on completion of work			
7	Net amount to be paid to the Contractor			

**III. CERTIFICATE OF THE ENGINEER IN CHARGE**

The measurement on which the entries in coulms 7 to 12 of Part I of this bill (Account of work executed) are based were made by

- .....
- 1 (Name and designation)
  - 2 A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer in charge  
Designation

**IV CERTIFICATE OF THE SENIOR ENGINEER**

- 1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and  
 Certified that the measurements have been check measured to the prescribed extent by .....  
 ..... (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book (vide  
 2 pages.....)
- 3 Certified that the methods of measurement are correct
- 4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc
- 5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.
- 6 Certified that all the recoverable amounts in respect of stores, tools and pallant, elwater, electricity charges etc, have been correctly made vide Annexures A
- 7 Certified that the issues of all stores as per statement atyatched (whether charged to the contractor or direct to the work) have been technically checked and

Certified for payment of \* Rs ..... (Rupees.....) (Only). To be paid in  
 cash/by cheque in the presence of .....

**ALLOCATION**

The expenditure as under and to be included in the accounts for .....19

Ledger Head	Debit (Gross Amount)		Credit (Deduction)	
	Rs.	P	Rs.	P
.....	.....	.....	.....	.....
Total	.....	.....	.....	.....

\* Here specify the net amount payable

Signature of Senior Engineer  
 Date

**V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE**

Account Bill no..... Dated .....

Entered in Journal book vide entry No..... Dated.....

Passed for.....Rs.....

Less Deductions.....Rs.....

(Rupees.....Only)

Payable to Shri/M/s..... by cheque/cash

Entered in contractors' Ledger no..... Page

ALLOCATION

Estimate No: .....

Name of the Work .....

Code No .....

Credit  
(Deduction)  
Rs .....

Ledger Head

Debit  
(Gross Amount)  
Rs      P

Total .....

Assistant                      Accountant                      Accounts officer

Date:                              Date:                              Date:

VI. Received Rs.....(Rupees.....Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

Signature of Witness  
Address

Revenue Stamp  
Signature of Contractor  
Date:

**VII . ENTRIES TO BE MADE BY TREASURY SECTION**

Cash book entry no and date :

Amount Paid Rs.....

Amount unpaid Rs.....

Total Rs.....

Signature of Cashier  
Date:

ANNEXURE A  
Part I

Statement showing details of material issued to the contractor Shri/M/s..... In respect of Contract Agreement/Work Order No..... Dated .....

SI No	Stores Issue voucher No and date	Issue voucher No and date allotted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity incorporated in the work	Whether recoverable from the contractor or supplied free	Rate at which recoverable		If recoverable from contractor				Remarks		
							Rs	P	Amount Recoverable	upto previous bill	Amount recoverable	Balance Now recovered			
									Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7	8	9	10		11				12

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE A  
Part II

Statement showing details of material issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

SI No	Stores Issue voucher No and date	Issue voucher No and date allotted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate		Amount Recoverable		Amount recoverable upto previous bill		Balance Now recovered		Remarks
						Rs	P	Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7	8	9	10	11				

Total .....

Add Departmental Charges .....

Add Sales Tax (wherever applicable) .....

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

**ANNEXURE B**

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

SI No	Description of tools & plants issued	Period for which issued	Rate at which Recivry is to be made	Amount recoverabl e		Amount recoverable upto previous bill		Balance Now recovered		Remarks	
				Rs	P	Rs	P	Rs	P		
1	2	3	4	5		6		7		8	
				Total	.....						

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE C

showing detail of other recoveries to be made from the contractor Shri/M/s.....  
 nent/Work Order No..... Dated.....

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
	1 Water Charges							
	2 Electricity Charges							
	3 Seignorage Charges							
	4 Medical Charges							
	Cost of empty gunny bags and empty containers not 5 returned							
	6							
	7							
	8							
	9							
	10							
<b>Total</b>								

Signature of Contractor  
Date

Signature of Engineer Incharge  
Date

Signature of Sr. Engineer  
Date

**ANNEXURE D -  
DEVIATION STATEMENT :**

Name of the Contractor :

Contract Agreement/Work Order No. :

Name of the Work :

Date :

Sl. No.	Description of item	Unit	Quantity as per agreement	Quantity as executed	Rate as per agreement Rs. P.	Rate as executed Rs. P.	Amount as per agreement Rs. P.	Amount as executed Rs. P.	Difference		Reason for the deviation with authority, if any
									Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

## ANNEXURE E

Statement showing the consumption of materials issued to the contractor Shri/M/s.....  
in respect of Contract Agreement/Work Order No..... Dated.....

Name of the Work :

**ON RECOVERY BASIS**

Sl. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (Difference between column 5 and 8)		Rate chargeable for excess/short consumption, if any	Amount recoverable for excess/short consumption, including materials not returned	
								More	Less		Rs. P.	Rs. P.
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Cement											
2.	Bricks											
3.	Wood.....											
4.	Asbestos Sheet											
5.	Iron Materials											
6.												
7.												
8.												
9.												
10.												

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

Note : 1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 and 6 respectively of Annexure A (Part I and II).

2. Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

**ANNEXURE F**

Statement showing detail of materials issued to the contractor Shri/M/s.....

of Contract Agreement/Work Order No..... Dated.....

**Name of work;**

**FREE OF COST**

Sr.No	Stores issue voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance(If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recoverable for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
Total											
Signature of Contractor Date				Signature of Engineer Incharge Date				Signature of Sr. Engineer Date			
Note:Data statement of theoretical consumption should be attached in support of the quantity specified in column 6											