



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Electronics Division

P.B.No 2606, Mysore Road, Bangalore - 560 026.

External Services Department

Notice Inviting Tender (NIT)

for

Receipt of Instrumentation & Power Cables from Stores, Verification/ Identification, Shifting to place of Installation, Laying of Cables, and Termination of Cables for Station Control & Instrumentation package of Unit-3, Unit-4 & Common systems of 6 x 150 MW Captive power project

at

HINDALCO Aditya Aluminium CPP Project

Post. Lapanga, Beside SH-10

Dist. Sambalpur – 768212

Odisha State.

NIT NO. : CE-ES/2012-13/07/Aditya/KJ dated 07.12.12

Date & Time of Bid Opening: 31-12-2012 at 14:30 Hours (IST)

Total Number of Pages (Including Cover): 101

PART - I

TECHNICAL BID



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Electronics Division

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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 RESPECT 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

TABLE OF CONTENTS

Sl. No.	CONTENTS	PAGE
1	INDEX	4-5
2	SECTION-I TENDER NOTICE	6
3	SECTION II PROCEDURE FOR SUBMISSION OF TENDER	7-9
4	SECTION III PROJECT SYNOPSIS	10-11
5	SECTION-IV GENERAL INSTRUCTIONS TO BIDDERS	12-18
6	SECTION V GENERAL CONDITIONS OF THE CONTRACT	19-32
7	ANNEXURE- I AGREEMENT	33-36
8	ANNEXURE –II EFT FORMAT	37-38
9	ANNEXURE -III SECTION-I(A), SPECIFICATION FOR HEALTH, SAFETY AND ENVIRONMENT (HSE)	39-43
10	ANNEXURE III RELEVANT IS CODES FOR PERSONAL PROTECTION	44
11	ANNEXURE IV HEALTH, SAFETY & ENVIRONMENT (HSE) PLAN	45-54
12	SECTION VI SPECIAL CONDITIONS OF CONTRACT PART-‘A’	55-68
13	SECTION VI SPECIAL CONDITIONS OF CONTRACT PART-‘B’	69-74
14	ANNEXURE I LIST OF T&P & ITEMS REQUIRED FOR WORK	75
15	ANNEXURE II INDICATIVE LIST OF ITEMS TO BE ARRANGED BY THE CONTRACTOR FOR CONTINUITY CHECKING	76

Signature of Bidder

16	ANNEXURE III CERTIFICATE OF DECLARATION FOR CONFIRMING KNOWLEDGE OF SITE CONDITIONS	77
17	ANNEXURE IV NON DISCLOSURE AGREEMENT (MOU)	78
18	ANNEXURE V NO DEVIATION CERTIFICATE FORMAT OF UNDERTAKING	79
19	ANNEXURE VI CHECK LIST TO BE SUBMITTED ALONG WITH RA BILL	80
20	ANNEXURE VII FORMAT FOR WAGE SLIP AND EMPLOYMENT CARD	81-82
21	ANNEXURE A FINANCIAL VIABILITY	83
22	ANNEXURE B ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS	84
23	ANNEXURE C MONTHWISE MANPOWER DEPLOYMENT PLAN	85
24	ANNEXURE D (A)STATUS OF TOOLS & PLANTS (B) MONTHWISE T&P DEPLOYMENT PLAN	86
25	ANNEXURE E ANALYSIS OF UNIT RATE QUOTED	87
26	ANNEXURE F DECLARATION SHEET	88
27	ANNEXURE G CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS	89-90
28	ANNEXURE H BANK GUARANTEE FOR SECURITY DEPOSIT	91-94
29	CLAIM FOR REFUND OF SECURITY DEPOSIT	95-96
30	FORMAT OF DECLARATION (ON CONTRACTOR'S LETTER HEAD) TO BE GIVEN WITH FINAL BILL	97
31	PRICE BID – RATE SCHEDULE	98- 101

Signature of Bidder

SECTION-I**TENDER NOTICE**

Sealed tenders are invited as per the details given hereunder

TENDER REFERENCE	Ref. No. : CE-ES/2012-13/07/Aditya/KJ DATED 07/12/2012
BRIEF DETAILS OF WORK	Receipt of Instrumentation, Signal, Earthing and Power Cables from Stores, Verification/ Identification, Shifting to place of erection, Laying of Cables, Cable dressing, Fixing cable identification Tags, Fixing of Glands, Crimping of Lugs and Termination of both Ends of Cables as per Cable Schedule, UTP Cat-5E Cable laying and termination with RJ-45 Connectors, Preparation of Protocols, Scrap disposal to Customer designated place, Cable Reconciliation and Handing over of left out Cables to BHEL Stores for Station C&I package of 6 x 150 MW Unit-3,4 & Common systems at Hindalco Industries Limited, Aditya Aluminum Captive Power Project at Lapanga, District: Sambalpur, Orissa.
PROJECT SITE	Hindalco Industries Ltd., AAP, Lapanga
TENDER TYPE	OPEN TENDER (TWO PART TENDER)
EMD	Rs.1,00,000/- (RUPEES ONE LAKH ONLY)
DOCUMENT CHARGES	Rs.2000/- (RUPEES TWO THOUSAND ONLY)
WEB SITE FOR TENDER DETAILS	www.bhel.com & www.bheledn.com
DUE DATE & TIME FOR SUBMISSION	LATEST BY 14:00 HRS on 31.12.2012 OPENING AT 14:30 HRs on 31.12.2012
ESTIMATE	NA

Signature of Bidder

NIT Ref. CE ES/2012-13/07/Aditya/KJ DATED 07/12/2012

Section – II

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

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

COVER-I: TECHNICAL BID

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

COVER-II: PRICE BID

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

COVER –III: EARNEST MONEY DEPOSIT AND TENDER FEE

The EMD amount & Tender Fee need to be submitted in this cover

COVER IV

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

Signature of Bidder

QUALIFYING REQUIREMENTS:

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

1. Bidders should have executed similar nature of work in Power Plants Consisting of Boiler & Steam turbine controls, Balance of plant controls or Related field instrumentation works in power projects / Industrial Projects.
2. Experience of having successfully completed similar works during last 7 years from the date of tender notice should be either of the following :
 - a) Three similar completed works each costing not less than an amount equal to RS.19 lakhs for each work.

OR
 - b) Two similar completed works each costing not less than an amount equal to Rs.24 lakhs.

OR
 - c) One similar completed work costing not less than an amount equal to Rs.38 lakhs.
3. Latest Bankers Solvency Certificate from Nationalized/ Scheduled Bank issued not earlier than 12 months from the final date of Tender submission for value not less than Rs.5 lakhs.
4. Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be 15 lakhs as mentioned against each work in this notice.
5. Registration with BHEL, other organization if any

Bidder selection is subject to approval of BHEL’s Customer for this work. i.e. Hindalco Industries Limited.

Signature of Bidder

Notes:

- I. The Tender Documents comprises of following-
 - a. PART I –TECHICAL BID
 - i. Tender Notice, Procedure for submission of Tender
 - ii. Project Synopsis
 - iii. Special Conditions of Contract
 - iv. General Conditions of Contract
 - b. PART –II PRICE BID
 - i. Rate Schedule
- II. The tender documents with complete details are hosted on BHEL’s web page www.bhel.com and www.bheledn.co.in
- III. Bidders intending to participate may download the tender document from the web site. Bidders downloading the tender documents from the web site shall remit Rs. 1000/- (Rupees One thousand only) in the form of crossed demand draft (non - refundable), in favour of “BHEL” payable at Bangalore along with their offer.
- IV. Tenders must be submitted to the undersigned latest by 14 00 Hrs. on 31.12.2012. Technical bids shall be opened at 14.30 Hrs. on 31.12.2012 at the office of the undersigned. Tenders not accompanied with full Earnest Money Deposit of Rs. 1,00,000/- by Pay Order or Demand Draft will not be considered. Tenders received after the due date and time shall be liable to be summarily rejected.
- V. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- VI. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- VII. BHEL takes no responsibility for any loss / delay of documents or correspondences sent by courier / post.
- VIII. Bids once submitted, shall not be returned.
- IX. Unsolicited rebate / discount shall NOT be accepted after bid opening.

Sr. DGM (External Services)

Signature of Bidder

SECTION-III PROJECT SYNOPSIS

HINDALCO INDUSTRIES LIMITED is setting up 6x150 MW Power Station at Lapanga, Orissa considering the Power scenario in the State of Orissa and projected requirement of HINDALCO for use in Smelter Plant.

BHEL EDN is awarded the Design, Engineering, Manufacturing, Supply, Installation, Testing and Commissioning of Controls and Instrumentation of Station C&I work.

Approach to Site

The power station is located near Lapanga, Sambalpur District in the State of Orissa.

- Near Bomlai and Tilamal villages close to Lapanga Railway Station in Sambalpur Dist. Orissa.
- Nearest Town- Jharsuguda : 18 Km
- Nearest Highway : SH-10 (connecting Jharsuguda and Sambalpur) : 3.5 Km
- Nearest Railway Station Lapanga on the Jharsuguda - Sambalpur - Titlagarh section of S.E.R. : 1.5 Km

Climate

- Nearest Meteorological Station : Sambalpur
- Annual mean daily maximum temperature : 32.8 deg C
- Annual mean daily minimum temperature : 20.6 deg C
- Annual Mean temperature
 - Highest : 45.5 deg C
 - Lowest : 7.1 deg C
- Extreme Highest : 47.4 deg C
- Extreme Lowest : 4.4 deg C
- Ambient Temperature : Max 50 deg C, Min 4.4deg C
- Relative Humidity Annual Mean
 - Maximum : 87%
 - Minimum : 29%
- Annual Average rain fall : 1662 mm
- Predominant Wind direction : North Eastern and South Eastern
- Seismic Zone : Zone-III as per IS 1893
- Design Ambient Temperature : 50 Deg C.
- Design Relative Humidity : 100%

Signature of Bidder

Seismic Design Requirements

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

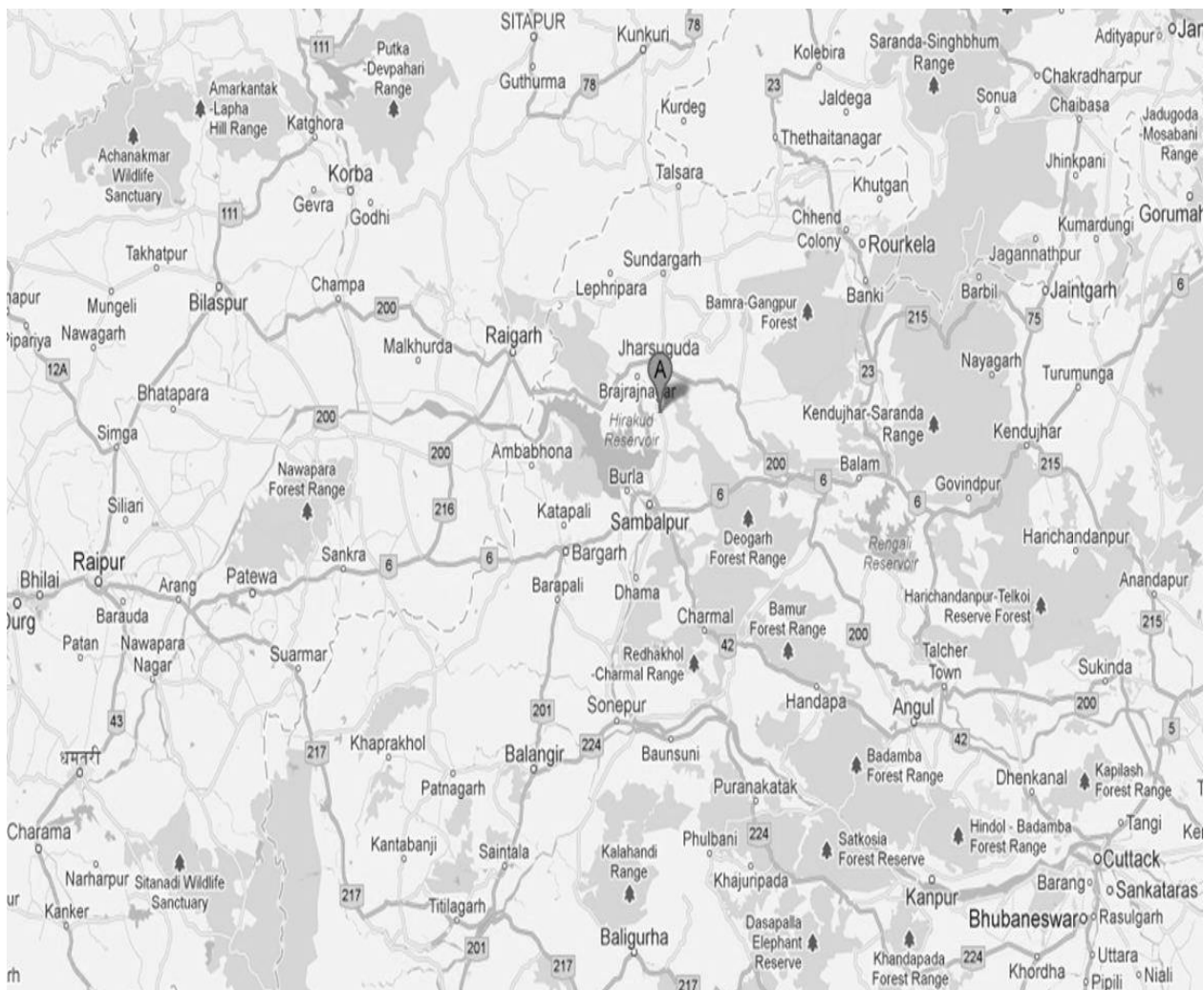
Location of Project Site



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

Location Details:

- Near Bomlai and Tilamal villages close to Lapanga Railway Station in Sambalpur, Dist. Orissa.
- Nearest Town- Jharsuguda : 18 Km
- Nearest Highway: SH-10 (connecting Jharsuguda and Sambalpur) 3.5 Km from Project Site.



SECTION- IV GENERAL INSTRUCTIONS TO BIDDERS

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

Signature of Bidder

10. QUALIFICATIONS OF BIDDERS: Only bidders who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.

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

11.1 FINANCIAL STATUS: Financial viability as per proforma enclosed at ANNEXURE-`A`

11.2 INCOME TAX CLEARANCE CERTIFICATE: A certificate of Income tax clearance from the appropriate authority in the forms prescribed thereof duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period. This is to be submitted on demand from BHEL.

11.3 PREVIOUS EXPERIENCE: A certificate giving details, particulars (giving documentary evidence) of the various service rendered in progress for each similar works by the bidder indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per pro forma enclosed at ANNEXURE-B.

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

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

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

OR

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

OR

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

11.7 A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks,

Signature of Bidder

welding sets etc., wherever applicable) that the bidder is having and those that will be deployed on this job as per proforma enclosed at ANNEXURE-`D'.

11.8 Analysis of unit rate quoted as per proforma enclosed at ANNEXURE-`E'.

11.9 Declaration sheet as per Proforma enclosed at ANNEXURE-`F'.

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

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

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

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

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

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

12.2 Pay Order or Demand Draft in favour of Bharat Heavy Electricals Limited, Bangalore.

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

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

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

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

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

Signature of Bidder

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

12.7 EMD shall not carry any interest.

12.8 Bidders, who so ever desires, may deposit one time Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakhs only) in cash (As permissible under Income Tax Act) /DD/pay order only with the cashier of BHEL. Bidders, who furnish one time EMD as above, will not be required to furnish EMD time and again along with their tenders submitted to BHEL/ Bangalore. However they will be required to indicate the cash receipt No. and date of one time EMD in all their tenders.

13. AUTHORISATION AND ATTESTATION: Tenders shall be signed by persons duly authorized / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

14. VALIDITY OF OFFER: THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF THREE MONTHS FROM THE DATE OF OPENING OF TENDERS. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders.

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

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

16.1 The total amount of Security Deposit shall be as follows:

a) In case of work costing upto 10 lakhs: 10% of the Contract value. Contract value including Service Tax.

(b) In case of work costing above Rs 10 lakhs and upto Rs. 50 lakhs: 1 Lakh +7.5 % of the amount exceeding Rs. 10 Lakhs

(c) In case of work costing more than Rs. 50 lakhs: 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs.

16.2 The Security Deposit will be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms :-

Signature of Bidder

- (a) The total Security Deposit as indicated in the Letter of Intent in cash (As permissible under Income Tax Act).
- (b) Pay Order, Demand Draft in favour of BHEL.
- (c) Local cheques of scheduled banks, subject to realization.
- (d) 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).
- (e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- (f) 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.
- (g) 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 collected before start of the work and the balance 50% may be recovered from the running bills.
- (h) EMD of the successful bidder shall be converted and adjusted against the security deposit.

16.3 The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (d) and (f) 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.

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

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

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

Signature of Bidder

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

16.8 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realized fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

16.9 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 any other Contracts with BHEL.

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

It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the guarantee period is over.

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

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

18. REJECTION OF TENDER AND OTHER CONDITIONS:

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

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

Signature of Bidder

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

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

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

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

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

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

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

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

Signature of Bidder

SECTION - V

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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

19.1 BHEL (or B.H.E.Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI-110049 or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.

19.2 `GENERAL MANAGER' shall mean the Officer in Administrative charge of the Contracting Unit of BHEL.

19.3 `ENGINEER' or `ENGINEER-IN-CHARGE' shall mean Engineer deputed by BHEL. The terms include Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at BHEL Electronics Division, Bangalore.

19.4 `SITE' shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.

19.5 `CLIENTS OF BHEL' or `CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment – i.e., Hindalco Industries Ltd., Aditya Aluminium.

19.6 `CONTRACTOR' shall mean the individual, firm or company who enters into Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

19.7 `CONTRACT' or `CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules 8 of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Bidders, the drawings, the technical specifications, the special specifications, if any. The tender terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.

19.8 Acceptance letter issued by BHEL: Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.

Signature of Bidder

19.9 **`GENERAL CONDITIONS OF CONTRACT (GCC)'** shall mean the **`Instructions to Bidders'** and **`General Conditions of Contract'** pertaining to the work detailed.

19.10 **`TENDER SPECIFICATIONS'** shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the bidders are required to submit their offer. Individual Specifications Number will be assigned to each tender specifications.

19.11 **`TENDER DOCUMENTS'** shall mean the General Conditions of Contract (19.8) and Tender Specifications (19.9).

19.12 **`LETTER OF INTENT'** shall mean the intimation by a letter / telegram / telex / fax to the bidder 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 the terms and conditions of Contract are applicable from this date.

19.13 **`COMPLETION TIME'** shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.

19.14 **`PLANT'** shall mean and connote the entire assembly of the plant and equipment covered by the Contract.

19.15 **`EQUIPMENT'** shall mean all equipment, machineries, materials, structural, electrical and other components of the plant covered by the Contract.

19.16 **`TESTS'** shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the Contracted work or part there of.

19.16 **`APPROVED', `DIRECTED' or `INSTRUCTED'** shall mean approved, directed or instructed by BHEL.

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

19.18 **`SINGULAR' and `PLURAL' etc.:** Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or association or Body of Individuals, whether incorporated or not.

Signature of Bidder

19.19 'HEADINGS' The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the Contract.

19.20 'MONTH' shall mean calendar month.

19.21 'WRITING' shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

20. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Bangalore, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

21. ISSUE OF NOTICE : The Contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the Contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

22. USE OF LAND: No land belonging to BHEL or its Customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

23. COMMENCEMENT AND COMPLETION OF WORK:

23.1 The Contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.

23.2 If the successful bidder fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the Contract. His Earnest Money and/ or Security Deposit 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.

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

23.4 The transported equipment erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

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24. MEASUREMENT OF WORK AND MODE OF PAYMENT:

24.1 All payments due to the Contractor shall be made through Electronic Fund Transfer (EFT). For this the Bidder has to submit the EFT form duly signed by their banker (EFT Format is enclosed).

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

24.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book and signed by both the parties.**

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

24.5 All recoveries due from the Contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.

24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this Contract.

24.7 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.

24.8 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 cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.

24.9 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-measurement shall be borne by the Contractor.

24.10 Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.

Signature of Bidder

24.11 Final measurement bill shall be prepared in the pro-forma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work.

25. RIGHTS OF BHEL

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

25.1 To get the work done through another agency at the risk and cost of the Contractor, in the event of poor progress or the Contractor's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the Contracted work without written permission of BHEL, non-fulfillment of any Contractual obligations etc. and to claim / recover compensation for such losses from the Contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.

25.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the Contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its Customer or in case BHEL decides to advance the completion due to other emergent reasons / BHEL's obligation to its Customer.

25.3 To terminate the Contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- (a) Contractor's continued poor progress.
- (b) Withdrawal from or abandonment of the work before completion of the work.
- (c) Corrupt act of the Contractor.
- (d) Insolvency of the Contractor.
- (e) Persistent disregard of the instructions of BHEL.
- (f) Assignment, transfer, subletting of the Contract work without BHEL's written permission.
- (g) Non-fulfillment of any Contractual obligations.

25.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.

Signature of Bidder

25.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of Contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the Contract value per week of delay or part thereof subject to a ceiling of 10% of the Contract value.

25.6 To determine the Contractor to restrict the quantum of work and pay for the portion of work done in case BHEL's Contract with its Customer is terminated for any reason.

25.7 To effect recoveries from any amounts due to the Contractor under this or any other Contract or in any other form the moneys which BHEL is forced to pay to anybody due to Contractor's failure to fulfill any of his obligations.

25.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.

25.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the Contractor and to recover the expenditure on account of the same from the moneys due to the Contractor.

25.10 While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.

25.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

26. RESPONSIBILITIES OF 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.:

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

26.2 The Contractor at all times during the continuance of this Contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs. **The minimum wages, Bonus payment, Leave payment as per local procedures to be adopted strictly by the bidder. The P.F even for temporary labours to be paid strictly and document like payment voucher to be produced every month.**

26.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The

Signature of Bidder

workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

26.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer/ Customer.

26.5 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this Contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.

26.6. The Contractor will also meet all expenses in connection with his welder's qualification/ requalification tests etc. (Not applicable).

26.7 The Contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the Contract.

26.8 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

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

26.10 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 shall be the responsibility of the Contractor to make good the losses and compensate them.

26.11 All the properties/ equipment/ components of BHEL/ its Customer loaned with or without deposit, to the Contractor shall remain the properties of BHEL/ its Customer. The Contractor shall use such properties for the purpose of execution of this Contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the Contractor within 48 hours. The Contractor shall return them in good condition as and when required by BHEL/ its Customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the Contractor.

Signature of Bidder

26.12 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL/ its Customer's equipment and other materials may be made available to the Contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL/ its Customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the Contractor or security deposit in one installment.

26.13 The Contractor shall fully indemnify and keep indemnified BHEL/ its Customer against all claims of whatever nature arising during the course of execution of this Contract.

26.14 In case the Contractor is required to undertake any work outside the scope of this Contract, the amount payable shall be as may be mutually agreed upon.

26.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the Contractor, will have to be compensated by the Contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.

26.16 The Contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The Contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.

26.17 The Contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the Contractor's representative should be furnished to BHEL.

26.18 In case of any class of work for which there is no specification laid down in the Contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

26.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.

26.20 No idle labour charges will be admissible in the event of any stoppage of work resulting in the Contractor's workmen being rendered idle due to any reason at any time.

26.21 The Contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its Customer.

26.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work.

Signature of Bidder

Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of Contract and dealt with accordingly.

26.23 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.

26.24 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.

26.25 The Contractor shall furnish **daily labour deployment report** indicating the classification and number of workmen engaged, date wise and category wise. Besides, the Contractor shall also furnish daily progress reports on work as required by the Engineer.

27. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

27.1 All safety rules and codes applied by BHEL and its Customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the Contractor till the completion of the work under this Contract.

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

27.2 The Contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.

- (a) Safety Helmets conforming to IS-2925
- (b) Safety Belts conforming to IS-3521

Signature of Bidder

- (c) Safety shoes conforming to IS-1989
- (d) Eye & Face Protection devices conforming to IS-8520 and IS-8940
- (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.

27.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the Contractor shall be of safe design and construction. These shall be tested and certificate of fitness 17 obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

27.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the Contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by Contractor shall have safe plugging system to source of power and be appropriately earthed.

27.5 The Contractor shall not use any hand lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

27.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. The Contractor in all such matters shall also take prior approval of the authorised BHEL official at the site.

27.7 The Contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

27.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the Contractor, the victim and / or his / her dependents shall be compensated by the Contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the Contractor and recover the same from payments due to the Contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the Contractor to present his case.

27.9 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 payments due to the Contractor after holding an appropriate enquiry.

Signature of Bidder

27.10 In case of any delay in the 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 and giving him opportunity to present his case.

27.11 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 instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the Contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

27.12 The Contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 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 Contractor to the authorized BHEL official from time to time as prescribed.

27.13 During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.

27.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.

27.15 The Contractor shall be responsible for the safe storage of his radioactive sources (Not applicable).

27.16 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the Contract.

27.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. 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. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from Contractor's bills and / or impose penalty as deemed fit by the Engineer.

Signature of Bidder

27.18 Before commencing the work, the Contractor shall appoint /nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

27.19 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.

28.0 CONSEQUENCES OF CANCELLATION

28.1 Whenever BHEL exercises its authority to terminate the Contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the Contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the Contractor) being less than the Contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the Contractor under the Contract, the Contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the Contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

28.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the Contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

29. INSURANCE

29.1 BHEL / its Customer shall arrange for insuring the materials / property of BHEL / its Customer covering the risks during transit, storage, erection and commissioning.

29.2 **It shall be the sole responsibility of the Contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation**, if any, to them as per Workmen's Compensation Act. The Contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the Contractor.

29.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the Contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

29.4 The Contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL or Customer. For lodging / processing of insurance claim, the Contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the

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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.

29.5 If due to negligence/ carelessness on the part of the Contractor, any material/ equipment gets damaged, the Contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the Contractor.

29.6 If due to negligence/ carelessness on the part of the Contractor, any surrounding properties also get damaged, the Contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the Contractor.

29.7 The Contractor may note that BHEL T&Ps / IMTEs are not 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.

30.0 STRIKES AND LOCKOUTS

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

30.2 For any purpose whatsoever, the employees of the Contractor shall not be deemed to be in the employment of BHEL

31.0 FORCE MAJEURE

31.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the Contractor has no control.

Signature of Bidder

31.2 If the Contractor suffers delay in the due execution of the Contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this Contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the Contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

32. GUARANTEE Even though the work will be carried out under the supervision of the Engineer, the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of 12 months (twelve months) from the date of completion of work as certified by the Engineer, and shall rectify, free of cost to BHEL, all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the Contractor or by other legal means.

33.0 ARBITRATION: All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer or any other person is by the Contract expressed to be final and conclusive, shall after written notice by either party to the Contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the Contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this Contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the Contract, enlarge the time for making the award. Work under the Contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the Contract is issued or such other place as the Arbitrator at his discretion may determine.

Signature of Bidder

ANNEXURE - I
AGREEMENT

Agreement No. and Date _____

Name of the Work _____

Name of the Contractor with _____

full address _____

Value of work awarded _____

Letter of Intent No. and Date _____

Scheduled Commencement Date _____

Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2000 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

Signature of Bidder

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 Bidders, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The 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

Signature of Bidder

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 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.

Signature of Bidder

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

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

1.

2.

WITNESS

1.

2.

(For and on behalf of BHEL)

Note: Bank Guarantee period shall be for the period of Contract plus claim period of SIX months.Format of BG to be approved by BHEL before submission

Signature of Bidder

ANNEXURE II
Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form

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

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____	PINCODE _____	STATE _____
-------------	---------------	-------------

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 Bank IFSC code(applicable for NEFT)	

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

Date:

Authorised Signatory:

Signature of Bidder

Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

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

Date:

(.....)

Place:

Signature

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

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Querry, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx

Signature of Bidder

ANNEXURE-III
SECTION – I (a)
SPECIFICATION FOR HEALTH, SAFETY AND
ENVIRONMENT (HSE)

1.0 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction. Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act (s) /legislations, General Condition Contract (GCC). Special Conditions of Contract (SCC) and job specification where different documents stipulates different requirements, the most stringent be adopted.

1.0 REFERENCES

This document should be read in conjunction with following :

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Scope of work
- Relevant IS Codes (refer Annexure-I)
- Reporting Formats (refer Annexure-II)

3.0 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY CONTRACTORS.

3.1 MANAGEMENT RESPONSIBILITY

3.1.1 The Contractor to comply with HSE requirement at Construction sites as enclosed to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

3.1.2 The HSE management system shall cover the HSE requirements including but not limited to what is specified under Para 1.0 and para 2.0 above.

3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above

No. of workers deployed up to 250 - Designate one safety Supervisor

Above 250 & up to 500 - Deploy one qualified and Experienced safety Engineer/ Officer

Signature of Bidder

Above 500
for every 500 or less

- One additional safety engineer /
officer, as above.

Contractor shall indemnify & hold harmless Owner/BHEL & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirement.

3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.

3.1.5 BHEL shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programs and work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during construction.

3.1.6 The Contractor shall arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid and install fire protection measures such as adequate number of steel buckets with sand and water to the satisfaction of BHEL/Owner.

3.1.7 Non-Conformance on HSE by Contractor (including his Sub-Contractors) as brought out during review / audit by BHEL/Owner representative shall be resolved forthwith by Contractor. Compliance report shall be provided to BHEL.

3.1.8 The Contractor shall ensure participation of his Resident Engineer / Site-In- Charge in the Safety Committee / HSE Committees meetings arranged by BHEL / Owner. The compliance of any observations shall be arranged urgently. He shall assist BHEL / Owner to achieve the targets set by them on HSE during the project implementation.

3.1.9 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions, BHEL / Owner may impose stoppage of work without any Cost & Time implication to BHEL / Owner and / or impose a suitable penalty for noncompliance with a notice of suitable period, up to a cumulative limit of 1.0% (one percent) of Contract value. This penalty shall be in addition to all other penalties specified else where in the Contract. The decision of imposing stoppage of work, its extent & minority penalty shall rest with BHEL / Owner & binding on the Contractor.

3.1.10 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BHEL / Owner. BHEL / Owner shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

Signature of Bidder

3.2 HOUSE KEEPING

3.2.1 Contractor shall ensure that a high degree of house keeping is maintained and shall ensure interalia; the following whichever is applicable to his nature of work:

- a) All surplus earth and debris are removed / disposed off from the working areas to identified locations (s).
- b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified location (s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).
- d) Roads shall be kept clear and materials like : pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machineries.
- e) Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be allowed on roads which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverized materials etc., shall be covered while moving within the plant area.

In case of non-compliance of any of above, BHEL shall have the liberty to get it done from some other agency at this risk and cost.

3.3 HEALTH, SAFETY AND ENVIRONMENT

3.3.1 The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and BHEL / Owner.

Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

3.3.2 The Contractor shall ensure that all their staff and workers wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc., by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

3.3.3 The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of material and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the

Signature of Bidder

Contractor before starting the actual operations at night. It is mandatory for Contractor to get his workmen medically examined / checked for fitness of work assigned once a year and furnish the certificate to that effect from RMP / Govt. Hospital.

3.3.4 Hazardous and / or toxic materials such as solvent, coating or thinners shall be stored in appropriate containers.

3.3.5 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.

3.3.6 Contractor shall ensure that during the performance of the work, all hazards of the health of personnel, have been identified, assessed and eliminated.

3.3.7 Chemical spills shall be contained and cleaned up immediately to prevent further contamination.

3.3.8 All personnel exposed to physical agents such as ionizing or non-ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.

3.3.9 Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personnel protective equipment such as gloves, goggles, aprons, chemicals resistant clothing and respirator shall be used.

3.3.10 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of BHEL / Owner.

4.0 DURING JOB EXECUTION

4.1 Implement Health, Safety and Environment requirements including but not limited to as brought out under para 3.0. Contractor shall ensure to :

- arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
- Submit timely the completed checklist on HSE activities, Monthly HSE report, accident reports, investigation reports etc., as per BHEL / Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to BHEL / Owner.

Signature of Bidder

- Ensure the Resident Engineer / Site-Incharge of the Contractor shall attend all the Safety Committee / HSE meetings arranged by BHEL/Owner. In case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to BHEL/Owner.
- Display at site office and work locations caution boards, list of hospitals,emergency services available.
- Display posters, banners made available by BHEL for safe working to promote safety consciousness.
- Assist in HSE audits by BHEL / Owner and submit compliance report.
- Generate and submit HSE records / report as per HSE plan.
- Appraise BHEL / Owner on HSE activities at site.

Signature of Bidder

ANNEXURE - IV**RELEVANT INDIAN STANDARDS (IS) – CODES FOR
PERSONAL PROTECTION**

IS: 2925-1984	Industrial Safety Helmets
IS: 4770-1968	Rubber gloves for electrical purposes
IS: 6994, 1973 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 1989-1986 (Part I & III)	Leather safety boots and shoes
IS: 3738-1975	Rubber knee boots
IS: 5557-1969	Industrial and Safety rubber knee boots
IS: 6519-1971	Code of practice for selections, care and repair of Safety footwear
IS: 11226-1985	Leather Safety footwear having direct moulding sole
IS: 5983-1978	Eye protectors
IS: 9167-1979	Ear protectors
IS: 3521-1983	Industrial Safety belts and harness

Signature of Bidder

ANNEXURE – V**HEALTH, SAFETY & ENVIRONMENT (HSE) PLAN**

PROJECT: ----- CONTRACTOR :-----

DATE :----- OWNER :-----

(To be prepared by each construction Agency)

ACTIVITY DESCRIPTION	PROCEDURE W.I/ GUIDELIES	CODE OF CONFORMANCE	PERFORMANCE FUNCTIONS		
			PERFORMER	CHECKER	APPROVER

PREPARED BY

REVIEWED BY

APPROVED BY
(RESIDENT ENGINEER)

Signature of Bidder

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)

PROJECT:----- CONTRACTOR:-----

DATE :----- OWNER:-----

INSPECTION BY:-----

Note: Write 'NA' wherever the item is not applicable.

ITEM	YES NO	REMARKS	ACTION
HOUSING KEEPING			
Waste containers provided and used			
Sanitary facilities adequate and clean			
Passageways and Walkways Clear			
General neatness of working areas			
Others			
PERSONNEL PROTECTIVE EQUIPMENT			
Goggles: Shields			
Face protection			
Hearing protection			
Safety Shoes provided			
Hand protection			
Safety Belts			
Others			
EXCAVATIONS / OPENINGS			

Signature of Bidder

HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.. 2/6)

ITEM	YES NO	REMARKS	ACTION
Openings properly covered or barricaded Excavations shored Excavations barricaded Overnight lighting provided Other SCAFFOLDING Fully decked platforms Guard and intermediate rails in place Toe boards in place Adequate shoring Adequate access Other LADDERS Extension side rails 1 m above Top of landing Properly secured Angle + 70 from horizontal Other			

Signature of Bidder

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.3/6)

ITEM	YES NO	REMARKS	ACTION
<p>WELDING, CUTTING</p> <p>Gas cylinders chained upright</p> <p>Cables and hoses not obstructing</p> <p>Screens or shields used</p> <p>Flammable materials protected</p> <p>Fire extinguisher (s) accessible</p> <p>Other</p>			
<p>Condition of cables and sheaves OK</p> <p>Condition of slings, chains, hooks & eyes O.K.</p> <p>Inspection and maintenance logs maintained</p> <p>Outriggers used</p> <p>Signs/barricades provided</p> <p>Signals observed and understood</p> <p>Qualified operators</p> <p>Other</p>			

Signature of Bidder

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.4/6)

ITEM	YES NO	REMARKS	ACTION
<p>HOIST, CRANES AND DERRICKS MACHINERY, TOOLS AND EQUIPMENT</p> <p>Proper instruction Safety devices Proper cords Inspection and maintenance Other</p> <p>VEHICLE AND TRAFFIC Rules and regulations observed Inspection and maintenance Licensed drivers Other</p> <p>TEMPORARY FACILITIES Emergency instructions posted Fire extinguishers provided Fire-aid equipment available Secured against storm damage General neatness In accordance with electrical requi</p> <p>FIRE PREVENTION Personnel instructed Fire extinguishers checked No smoking in Prohibited areas Hydrants Clear Other</p> <p>ELECTRICAL Proper wiring ELCB's provided Ground fault circuit interrupters Protection against damage Prevention of tripping hazards Other</p>			

Signature of Bidder

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.5/6)

ITEM	YES NO	REMARKS	ACTION
<p>HANDLING AND STORAGE OF MATERIALS</p> <p>Properly stored or stacked Passageways clear Other</p> <p>FLAMMABLE GASES AND LIQUIDS WORKING AT HEIGHT</p> <p>Containers clearly identified</p> <p>Proper storage</p> <p>Fire extinguishers nearby</p> <p>Other</p> <p>Erection plan</p> <p>Safety belts and lanyards; chute lines</p> <p>Other</p> <p>ENVIRONMENT</p> <p>Chemical and other Effluents properly disposed</p> <p>Cleaning liquid of pipes disposed off properly</p> <p>Water used for hydro testing disposed off as Per agreed procedure</p> <p>Lubricant Waste/Engine Oil properly disposed</p> <p>Waste from Canteen, offices, sanitation etc., Disposed properly</p> <p>Disposal of surplus earth, stripping materials,</p>			

Signature of Bidder

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.6/6)

ITEM	YES NO	REMARKS	ACTION
<p>Oily rags and combustible materials done Properly Green belt protection</p> <p>Hygienic conditions at labour camps O.K?</p> <p>Availability of First Aid facilities</p> <p>Proper sanitation at site, office and Labour camps</p> <p>Arrangement of medical facilities</p> <p>Measures for dealing with illness</p> <p>Availability of Potable drinking water For workmen & staff</p>			

**Signature of Resident
Engineer with Seal**

Signature of Bidder

ACCIDENT CUM FIRE REPORT

(To be submitted by Contractor after every accident within 24 hours of accident)

Report : _____

Date: _____

Name of Site: _____

CONTRACTOR _____

NAME OF THE INJURED _____

FATHER'S NAME _____

SUB-CONTRACTOR M/S _____

DATE & TIME OF ACCIDENT _____

LOCATION _____

BRIEF DESCRIPTION OF ACCIDENT

CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

MEDICAL AID PROVIDED/ACTIONS TAKEN

INTIMATION TO LOCAL AUTHORITIES

DATE:

SIGNATURE OF CONTRACTOR
WITH SEAL

TO: SITE-IN-CHARGE/BHEL 1 COPY

Signature of Bidder

SUPPLEMENTARY ACCIDENT & INVESTIGATION REPORT

Project:_____ Supplementary to Report No._____
(Copy enclosed)

Site:_____ Date:_____

CONTRACTOR_____

NAME OF THE INJURED_____

FATHER'S NAME_____

SUB-CONTRACTOR M/S_____

DATE & TIME OF ACCIDENT_____

LOCATION_____

BRIEF DESCRIPTION & CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

COMMENTS FROM MEDICAL PRACTITIONER, WHO ATTENDED THE
VICTIM / INJURED

SUGGESTED IMPROVEMENT IN THE WORKING CONDITION, IF ANY

LOSS OF MANHOURS AND IMPACT ON SITE WORKS

ANY OTHER COMMENT BY SAFETY OFFICER

DATE:

SIGNATURE OF CONTRACTOR
WITH SEAL

TO: SITE-IN-CHARGE/BHEL 1 COPY

Signature of Bidder

MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT

(To be submitted by each Contractor)

Actual work start Date: _____ For the month of _____
 Project: _____ Report No. _____
 Name of the Contractor: _____ Status as on: _____
 Name of Work: _____ Name of safety officer _____

ITEM	THIS MONTH	CUMMULATIVE
Total Strength (Staff + Workmen)		
Number of HSE meetings organized at site		
Number of HSE awareness programmes		
Attended at site		
Whether workmen compensation policy taken	Y/N	
Whether workmen compensation policy is valid	Y/N	
Whether workmen registered under ESI Act	Y/N	
Number of Fatal Accidents		
Number of Loss Time Accidents (Other than Fatal)		
Other accidents (Non Loss Time)		
Total No. of Accidents		
Total man-hours worked		
Man-hour loss due to fire and accidents		
Compensation cases raised with Insurance		
Compensation cases resolved and paid to workmen		
Remarks		

Date

Safety Officer/Resident Engineer
(Signature & Name)

1 COPY To: SITE-IN-CHARGE,BHEL

Signature of Bidder

NIT Ref. CE ES/2012-13/07/Aditya/KJ DATED 07/12/2012

SECTION-III- PART-A
SPECIAL CONDITIONS OF CONTRACT (SCC)

INDEX

Clause	Description
1.0	General
2.0	Consumables
3.0	Tools & Plants/ IMTE's
4.0	Supervisory staff & workmen
5.0.	Material handling and storage
6.0	Progress reporting
7.0	Cable Schedule& documents
8.0.	Income tax, Service Tax & sales tax etc.
9.0	Extra work
10.0	Price variation
11.0	Rate schedule
12.0	Instructions to Bidder
13.0	Liquidated Damages (LD)
14.0	Security Deposit
15.0	Others

Signature of Bidder

1. GENERAL

- 1.1. The intent of this specification is to provide services for execution of project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the 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 Contractor shall carry out the work in accordance with standard practices/ Codes/ instructions/cable schedules/ documents/ specification/ supplied by BHEL from time to time or BHEL Site Engineers' Instructions.
- 1.3. The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during erection. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations, the Contractor shall dismantle and redo the work duly replacing the defective materials at his cost failing which the job will be carried out by BHEL by engaging other agencies/ departmentally and recoveries will be effected from Contractor's bills towards expenditure incurred including BHEL's usual overhead charges.
- 1.4. Following shall be the responsibility of Contractor and have to be provided within finally accepted rates/ prices:
 - a) Provision of all types of labour, supervisors, Engineers, watch and ward as required, tools & tackles, calibrated inspection, measuring and test equipment as specified and otherwise required for the work and consumable for erection, testing and commissioning including material handling.
 - b) The watch and ward as required for safe guarding materials after withdrawal from BHEL stores.
 - c) Proper out-turn as per BHEL plan and commitment.
 - d) Completion of work as per BHEL Schedule.
 - e) Good quality and accurate workmanship for proper performances of equipment.
 - f) Repair, rectification and modification in electrical circuits/wiring involving removal of connections & redoing as per modification.
 - g) Preservation / Reconservation of all components during storage at Contractor's place / erection.

Signature of Bidder

- h) House keeping: The Contractor is supposed to carry out housekeeping of work area on regular basis to keep the work place neat and tidy. The scrap generated during execution activities is to be dumped at designated area as decided by BHEL / its Customer. Compliance report on above shall be submitted by the Contractor to BHEL. In case Contractor fails to do so, BHEL shall get the same done at the risk and cost of the Contractor.

- 1.5. BHEL- is ISO 9001-2000, ISO 14001-1996, OHSAS 18001-1999 certified company. Quality of work to Customer's satisfaction and system requirements is the essence of these certifications.

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

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

- 1.6. Contractor shall ensure availability of the following

- a) Medicines for normal ailments
- b) First Aid Kit
- c) Sufficient no. of suitable fire fighting equipment in the area of working,

- 1.7. 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 of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- b) The Contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
- c) The Contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour(Regulation& Abolition) Act, 1970.
- 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 by the requirement of Contract Labour (Regulation & Abolition) Act, 1970 for working hours.

Signature of Bidder

- f) The Contractor shall abide by the statutory requirement of Minimum Wages Act 1948, payment of Wages Act 193.
- g) The Contractor shall arrange potable drinking water to its employees & workers.
- h) Please refer to clause 26 of GCC. Bidders to ascertain the prevailing rates. The benefits to be considered for Contract labour is indicative only and given as guidance to bidders. The format for wage slip & employment card is for information of bidders.

2. CONSUMABLES

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

3. TOOLS AND PLANTS / INSPECTION, MEASURING AND TEST EQUIPMENTS

- 3.1. T&Ps & IMTEs are to be arranged by the Contractor and the rates quoted are deemed to be inclusive of these charges. List of such T&P and IMTE is indicated separately.
- 3.2. All T&Ps and IMTEs which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the Contractor at

Signature of Bidder

his own cost in working condition (As per Annexure-I, II, III & IIIA). In the event of the failure of Contractor to bring necessary and sufficient T&Ps and IMTEs, BHEL will be at liberty to arrange the same at the risk and cost of Contractor and hire charges as applicable shall be deducted from Contractor's bill. Decision of BHEL in this regard shall be final and binding on Contractor.

- 3.3. All distribution boards, connecting cables , wire ropes, hoses etc. Including temporary air/water / electrical connections etc. shall have to be arranged by the Contractor at his own cost. Power cables including supply of **the main incomer cable of suitable size from substation to Contractors point and associated MCCB etc.** of sufficient capacity shall be arranged for the construction power supply requirement by Contractor .
- 3.4. Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and Test equipment). The IMTEs shall have test / calibration certificates from authorized / Govt. approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by Contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
- 3.5. Retesting/ re-calibration (calibration equipment) shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the Contract price.
- 3.6. The Contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the Contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which BHEL may deploy IMTEs and retake the readings at Contractor's cost.
- 3.7. BHEL shall have lien on all T&PS, IMTEs & other equipment of the Contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of Contract. No material brought to the site shall be removed from the site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.
- 3.8. It shall be the Contractor's responsibility to deploy the required T&P, for timely and successful completion of the job.

4. SUPERVISORY STAFF AND WORKMEN

- 4.1. The Contractor shall deploy all the skilled workmen like riggers, electricians, instrument technicians, etc., in addition to other skilled, and unskilled workmen required for all the works of unloading, handling and transporting from site storage to erection site, cable laying, testing and commissioning as contemplated under these specification.
- 4.2. Only fully trained and competent men with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the

Signature of Bidder

Contractor. BHEL reserves the right to ask for removal of any employee workman of the Contractor at any time, if they find him unsuitable and the Contractor shall forthwith remove him.

- 4.3. The adequate supervisory staff, including qualified Engineers, shall be deployed by the Contractor to ensure proper out-turn of work and discipline on the part of the labour put on the job by the Contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by BHEL or other Contractors of BHEL or BHEL's client / other agency.
- 4.4. The work shall be executed under the usual conditions without affecting major power plant construction and in conjunction with numerous other operations at site. The Contractor and his personnel shall cooperate with other personnel / Contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 4.5. The Contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this Contract. The Contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings /documents/ instructions given by BHEL Engineer from time to time.
- 4.6. The Contractor shall deploy the necessary number of qualified and approved full time electricians at his cost to maintain his temporary electrical installation till the completion of work.
- 4.7. During the course of erection, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every mile stones are to be advanced or in the opinion of BHEL, if it is found that the skilled workmen like Electricians , technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the Contractor, will induct on the work the required workmen in addition to Contractor's workmen to improve the progress and recover from the Contractor's bills any charges incurred for engaging the additional workmen with overheads. Decision of BHEL Engineer will be final and binding on the Contractor
- 4.8. It is the responsibility of the Contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL and also during the period of commissioning and testing of unit. The Contractor's finally accepted rates / prices shall include all these contingencies.
- 4.9. 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 or telephone posts or wire, trees or any other property or to any part of erected components etc., the Contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision is final) from any money due to the Contractor.

Signature of Bidder

4.10. The month wise manpower deployment plan to be submitted as per format (at Annexure-C to General Conditions of Contract) is only to assess the capability as well as understanding of the Contractor to execute the work. It shall be the Contractor's responsibility to deploy the required man power, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account. Separate persons shall be identified at site for quality control and safety by the Contractor.

5. MATERIAL HANDLING AND STORAGE (Contractor's Place)

- 5.1. All the equipment and material furnished under this Contract shall be received from the project stores, sheds/storage yards (any place within site) and transported to erection site and stored (at Contractor's stores) in the storage spaces in a manner so that they are easily retrievable till they are erected by the Contractor. While drawing / cable schedules from BHEL / Customer stores, Contractor shall ensure that the balance / other materials are stacked back immediately.
- 5.2. While BHEL will endeavor to store/ stack/ identify materials properly in their open / close / semi closed / tarpaulins covered storage yard/ shed (for this separate manpower is sought exclusively for BHEL use), it shall be Contractors responsibility to assist (while withdrawing materials only) BHEL in identifying materials well in time for cable laying, taking delivery of the same, following the procedure indicated by BHEL and transport the material safely to erection site in time, according to program.
- 5.3. The Contractor shall take delivery of components, equipment from storage area after getting the approval of BHEL Engineer on standard indent forms.
- 5.4. The Contractor shall identify and deploy necessary Engineers/ supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
- 5.5. All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes/ slings etc. shall be used for unloading / handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site. Test certificates for lifting tackles shall be produced by the Contractor before use.
- 5.6. Contractor shall ensure that while lifting, slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings/ shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damage. In no case piping should be dragged. In case of any damage the cost shall be covered from the Contractor.

Signature of Bidder

- 5.7. Approach road conditions from the stores / yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost to BHEL.
- 5.8. Contractor shall be responsible for examining all the plant and material issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc. before they are moved out of the stores / storage area. The Contractor shall submit to the Engineer every week, a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling, storage and erection of the equipment once received by him. As the erection work will be spread in different areas / locations of the project, Contractor has to arrange sufficient no. of watch/ward personal to avoid any pilferage of material. In case any equipment / material is lost / damaged while in the custody of the Contractor, the cost of repair / replacement if any to bring back the equipment in original order shall be deducted from the Contractor's bill.
- BHEL's decision in this regard shall be final and binding on the Contractor.
- 5.9. The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
- 5.10. All the material in the custody of Contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the Contractor at his cost.
- 5.11. If the material belonging to the Contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractors risk and cost.
- 5.12. The Contractor shall ensure that all the packing materials and protective devices used for various equipment during transit and storage are removed before the equipment are installed.
- 5.13. The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment (drawn by the Contractor from BHEL / Customer stores) which require indoor storage till the time of their installation. The Engineer will direct the Contractor in this regard, which item in his opinion will require indoor storage and the Contractor shall comply with Engineer's decision.
- 5.14. The Contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc. are returned to BHEL / Hindalco Industries Limited at a place in project area identified by the Engineer. An account will be maintained by the Contractor for all such items received and returned to BHEL and duly reconciled before closing of the Contract.

Signature of Bidder

- 5.15. The Contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the concerned BHEL / Customer or at a place in project area as directed by BHEL Engineer.

Note :Any failure on the part of 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.

6. PROGRESS REPORTING

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

7. CABLE SCHEDULE AND OTHER DOCUMENTS

- 7.1. The detailed cable schedule available with BHEL engineers will form part of this tender specification. These documents will be made available to the Contractor during execution of work at site. The Contractor will also ensure availability of all necessary drawings / cable schedule/documents at work place.
- 7.2. The Contractor shall maintain a record of all drawings, cable schedules and documents available with him in a register as per format given by BHEL Engineer. Contractor shall

Signature of Bidder

ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to BHEL.

- 7.3. The data furnished in various Annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
- 7.4. Should any error or ambiguity be discovered in the specification or information the Contractor shall forthwith bring the same to the notice of BHEL before commencement of the work. BHEL's interpretation in such cases shall be final and binding on the Contractor.
- 7.5. Deviation from design dimensions should not exceed permissible limit. The Contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

8. **INCOME TAX , SERVICE TAX , SALES TAX , WORK CONTRACT TAX ETC.**

- 8.1. Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
- 8.2. Price quoted shall be exclusive of service tax. The service tax, as legally leviable & payable by the Contractor under the provisions of applicable law/act, shall be paid by BHEL as per Contractor's bill. However, Contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this Contract
- 8.3. Contractor shall get his organization registered with concerned Sales Tax/VAT authorities within 15 days of award of this Contract. The delay on this account and delay in bringing the material shall be to Contractor's account and no extension of time shall be allowed on this account. The Sales Tax/VAT registration for this Contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the Contractor is already registered for Sales Tax/VAT with Govt. Authorities he must quote his registration no, while submitting their tender.
- 8.4. Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.
- 8.5. **Works Contract Tax (WCT):** Contractor to specifically indicate whether any works Contract tax is applicable in the state of Orissa. If any WCT is applicable, the same shall be included in the quoted price.

9. **EXTRA WORK:**

Signature of Bidder

9.1. BHEL may consider for **payment of extra works on man hour basis @Rs.30/- (Rupees Thirty Only) for such of those works which:**

- a) Require major revamping or rework and which are totally unusual to normal erection work.
- b) Require rectification / modification for improvement in the design during commissioning,
- c) Requiring fresh fabrication of components in place of rejected / replaced components.

However reworks carried out by a gang of one technician, two helpers for less than 4 (FOUR) hours will not be considered for extra work.

9.2. The rates indicated as above, shall include over time, if any, consumables, supervision, use of tools and tackles and other site expenses and incidentals.

9.3. The extra works, if any, shall be carried out by a separate gang or beyond working hours which can be identified for certification of man hours. Log book should be maintained and should be signed (within a week's time) jointly by the Contractor's site in charge and the BHEL Engineer on day to day basis. However, signing of the log book does not necessarily mean acceptance of the extra works which would be identified by Engineer whether work is covered in one of the above categories. Only those works and man hours which are certified by the BHEL Engineer-in-charge may only be considered for payment. The decision of BHEL in this regard shall be final and binding on the Contractor.

10. PRICE VARIATION

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

11. RATE SCHEDULE

11.1. Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the Contractor as mentioned under these specifications shall be covered within the quoted rates / price.

11.2. The Bidder shall quote the rates / Price as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

Signature of Bidder

- 11.3. Contractor's total quoted price as per rate schedule will be taken as tentative only.
- 11.4. The quantities indicated in the rate schedule against each item may vary as per the actual engineering / requirement to complete the work. The upward / Down ward revision in quantity is without any limit.

Some of the items may be added or deleted which shall have to be executed by the Contractor within his scope of work and shall be paid as per the rates awarded in the Contract. The Contractor undertakes to erect / commission actual quantities as per advice of BHEL Engineer and accordingly the final Contract price shall be worked out on the basis of quantities actually erected at site and payments will also be regulated for the same on the basis of unit rates.

12. INSTRUCTIONS TO BIDDER

- 12.1. Offers are to be received with information required to be submitted under tender clauses- 11.1 to 11.11 of GCC are to be furnished by the bidder. All these data / information should be duly supported by documentary evidences (Refer note below clause-11)
- 12.2. No deviations to the tender conditions will normally be accepted.
- 12.3. The bidders are advised to actually visit the site and fully acquaint themselves with site conditions, location of stores, transportation routes, quantum of work etc. before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions. Once the bidder has quoted for the work, it is implied that he has ascertained various site condition and NO CLAIM whatsoever will be entertained by BHEL on any such account.
- 12.4. The Contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorized responsible officer who should hold a valid power of attorney for the purpose of the Contract. Any order or instruction of the Engineer or his duly authorized representative shall be communicated to the Contractor's representative at site office and the same will be deemed to have been communicated to the Contractor at his legal address.

13. LIQUIDATED DAMAGES

- 13.1. For delay in completion of work attributable to the Contractor, the LD shall be applicable at the rate of ½% of the Contract value per week of delay or part thereof limited to a ceiling of 10% of the Contract value (excluding the safety penalty if any levied) as mentioned under the **clause 25.5 of GCC** of the tender.
- 13.2. **PENALTIES:** If the Contractor fails in providing safe working environment as per the safety rules of HINDALCO INDUSTRIES LIMITED or continues to work even after being instructed to stop the work by the Engineer in charge / Safety co-coordinator the Contractor

Signature of Bidder

shall be penalized at the rate of Rs. 25000/- per day or part thereof till the instructions are complied with and so certified by the Engineer in charge.

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

- a) Fatal injury or accident causing death. Penalty @ 10% of Contract value or Rs.5,00,000/- per person, whichever is less.
- b) Major injuries or accident causing 25% or more permanent disablement to workmen or employees. Penalty @ 2.5 % of Contract value or Rs.1,00,000/- per person whichever is less.

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

NOTE: The penalties mentioned above are indicative only. Please note that the penalties shall be as per customers practice/ instructions

14. SECURITY DEPOSIT

The Contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per the General Conditions of Contract (GCC). In case the Contractor opts to furnish Bank Guarantee as a part Security Deposit, the BG shall be issued as per the Proforma enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed in the GCC.

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

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

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

15. OTHERS

- 15.1. In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

Signature of Bidder

15.2. The bidder shall specifically confirm he has inspected the site of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.

15.3. For price bid opening, only those bidders will be considered who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of the Contract. BHEL's decision in this regard shall be final & binding.

Signature of Bidder

SECTION III - PART-B
SPECIAL CONDITIONS OF CONTRACT (SCC)

INDEX

Sl. No.	Description
16.	Scope of work
17.	Time schedule
18.	Cable Laying
19.	Cable Termination
20.	Over run
21.	Terms of payment

16.0 SCOPE OF WORK

Scope of these specifications cover complete work of Receipt of Instrumentation, Signal, Earthing and Power Cables from Stores, Verification/ Identification, Shifting to place of erection, Laying of Cables, Cable dressing, Fixing cable identification Tags, Fixing of Glands, Crimping of Lugs and Termination of both Ends of Cables as per Cable Schedule, UTP Cat-5E Cable laying and termination with RJ-45 Connectors, Preparation of Protocols, Scrap disposal to Customer designated place, Cable Reconciliation, Handing over of left out Cables to BHEL Stores for Station C&I equipment for 6 x 150 MW Unit-3, Unit 4 and common system, Hindalco Industries Limited, Aditya Aluminum Captive Power Project at Lapanga, District, Sambalpur, Orissa.

17. TIME SCHEDULE

- a. The Contractor is required to commence the work within 10 days from the date of issue of letter of intent unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up zero date of the Contract, will be certified by BHEL Engineer after adequate mobilization of manpower and T&Ps by the Contractor.
- b. Entire work as detailed in the tender specifications shall be completed within 10 months from the date of start of erection (Zero date) to achieve various milestones as under:

For all Contractual purposes the completion period of 12 months from Zero date is considered. BHEL Reserves the right to close the contract before the completion schedule with 30 days advance notice.

Note:

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

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

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

Signature of Bidder

18. CABLE LAYING

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

The cables shall be laid in the cable trays and the route as given in the cable schedule. The Contractor shall intimate the engineer in charge whenever the cable tray is filled. Extra cables if laid by the Contractor due to mistake, the same shall be removed at no extra cost to BHEL.

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

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

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

e) UTP Cabling: UTP cables are to be laid through separate trays or metallic conduits (Flexible / rigid as the case may be) with complete sealing against exposure to rat bite. 10 mm ferrule sleeve to be supplied by the Contractor for Printed ferruling of both ends of the UTP. Metallic tags shall not be permitted for UTP cables inside the panels.

MEASUREMENT OF INSTRUMENTATION CABLES

The methodology for measurement of instrumentation cables laid by the Contractor shall be as under.

1. The lengths shall be measured from terminal to terminal plus height plus depth of the panels. Only one left over cut length of cable from each cable drum shall be acceptable.
2. The Contractor shall hand over cut length of cable from each cable drum and cut pieces / scraps to the employer's stores or any place identified by the employer.

Signature of Bidder

3. The bidder shall keep a proper record drum wise and submit to engineer in charge periodically (Daily basis) the details of cables laid. Separate records shall be kept for Aditya Aluminum supplied cables and BHEL supplied cables.

The scope of work shall also include the following within the quoted item rates

Re-rolling of cables on drums as required by site engineer.

Return of cut pieces & scrap cables to the scrap yard /Aditya Aluminum stores as directed by engineer in charge.

19.CABLE TERMINATION

- a) For Cables, the Cost of Cable Laying as Per Bill of Quantities Cum Rate Schedule shall also include the cost of Termination with Suitable Crimping Type Lugs and Ferrules. Only cable glands shall be issued by BHEL. Drilling of holes in gland plates of HT / LT switchgear, control panels, JB's etc. as per the requirement shall also be part of cabling at no extra cost to BHEL.
- b) The Contractor shall carryout insulation testing, simulation testing etc. as per the instructions of Engineer at site.
- c) Screen of signal cables shall run in insulated sleeve (to be arranged by Contractor at no extra cost) and shall be terminated as per the instructions of the BHEL Engineer.

20.0 OVER RUN CHARGES (ORC)

- c. In case due to reasons not attributable to the Contractor, the work gets delayed and scheduled completion gets extended, the Contractor shall not be entitled for any overrun compensation for a period of first 2 (TWO) months after the Contractual completion date. In case the scheduled completion time gets extended beyond 2 (TWO) months as stated above, the Contractor shall be considered for payment of **fixed Over Run Charges from the third month onwards@ Rs 20,000/- (Rupees Twenty thousand only) per month** on receipt of advance notice intending to claim over run & on fulfillment of following conditions:-

- (a) The reasons for delay in completion of work are not attributable to Contractor but however subject to the provisions of clause – 31 of Section - I General Terms and Conditions.
- (b) The targets fixed during the overrun period are achieved by Contractor.

Once the claim of overrun charges is admitted, no other compensation whatsoever (like for delays in receipt of materials, availability of fronts etc.) will be entertained.

Signature of Bidder

The Contractor shall maintain sufficient workforce and other resources required for completion of the job expeditiously for the entire Contractual period including total extended period.

21. TERMS OF PAYMENT

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

All payments shall be released from BHEL Bangalore. The process of certification at site and forwarding the bill to Bangalore and dispatch of payment to Contractor is expected to take 4 to 6 weeks. Contractor is advised to take note of this and ensure labour payments in time (by 10th of every month) without fail. Non - receipt of payment /delay in getting payment from BHEL cannot be the reason for Contractor to delay in making payment of wages to workers.

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

- c. Subject to any deduction which BHEL may be authorized to make under the Contract, the Contractor on the certificate of the **Engineer in charge** at site be entitled for payment as explained hereunder:

For Cabling and Commissioning:

- (A) 50 % of item rate shall be payable on pro rata basis on completion of **Cable Laying** and as certified by BHEL **Engineer in charge**.
- (B) 30% of the item rate value shall be payable on pro rata basis on completion of Dressing, Loop checking and Termination of already laid cables. To be supported by protocols and as certified by Engineer in charge
- (C) 10 % of the item rate value shall be payable on pro rata basis on commissioning (Synchronization) of each Unit and as certified by **Engineer in charge**.
- (D) Last 10% of the item rate value of work on completion of all pending works, reworks, material reconciliation, area cleaning and fulfillment of Contractual obligations and on submission and passing of Final bill certified by **Engineer in charge**

The bills with all enclosures shall be submitted in quadruplicate and made separately for each Unit. The checklist is to be submitted as per Annexure VII. Attendance

Signature of Bidder

certification by BHEL Site in charge is to be furnished for manpower provided under free of cost basis along with each RAB.

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

- PF Registration /membership certificate
- Labour License (Form V till license is obtained) wherever applicable as per local rules
- Workmen COMPENSATION Insurance policy

The following shall be furnished along with each RA bill.

- Daily Cable laying progress report (As per Annexure-IV)
- Protocols for Cable Laying completion duly signed by BHEL and Aditya Aluminium Engineer are to be furnished along with the monthly Bill.
- Material receipt details with RIV copy
- Wage sheet of the previous month along with Provident fund deposit challan

Signature of Bidder

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

SL No.	EQUIPMENT	QTY	Remarks
1.	Roller	1 No.	
2.	Continuity tester	1 No.	
3.	Electrical tool kit with ISI quality multimeter	10 No	
4.	Ferrule printing machine	2 No	
5.	Megger	1 No	
6.	Hand lamp with necessary cable	5 No	

Signature of Bidder

ANNEXURE II

Indicative list of IMTEs to be arranged by the CONTRACTOR for CONTINUITY CHECKING

Sl. No.	EQUIPMENT	QTY
1	500V/1000V Megger	1
2	3 ½ Digits Digital Multi-meter	6
3	4 ½ Digits Digital Multi-meter	2
4	Decade resistance Box	1
5	Continuity tester	2
6	LINE Tester (UTP Cable Testing)	2

Notes:

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

Signature of Bidder

ANNEXURE-III

(To be submitted in Bidder's Letter head)

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

Ref : NIT NO. : CE-ES/2012-13/07/Aditya/KJ dated 07.12.12

We,.....

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

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

We further confirm that the above information is true and correct and we will not raise any claim
of any nature due to lack of knowledge of site condition.

Bidder's Name and Address.

Place: (Signature of the Bidder With stamp)

Date:

Signature of Bidder

ANNEXURE-IV

NON DISCLOSURE AGREEMENT

(On Bidders letter head)

Memorandum of Understanding

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

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

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL EDN Bangalore .

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

Signature of Bidder

ANNEXURE V

NO DEVIATION CERTIFICATE

FORMAT OF UNDERTAKING

REF:

Date:

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

Sub:- NIT NO. : CE-ES/2012-13/07/Aditya/KJ dated 07.12.2012

Dear Sir,

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

Thanking you

Yours Faithfull y

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

Signature of Bidder

NIT Ref. CE ES/2012-13/07/Aditya/KJ DATED 07/12/2012

ANNEXURE VI

CHECK LIST TO BE SUBMITTED ALONG WITH EVERY RA BILL

NAME OF THE CONTRACTOR

RAB NO:

RAB DATE:

LOI /WO No. & DATE

DESCRIPTION OF WORK

SL. NO.	PARTICULARS	YES	NO	REMARKS
1	ALL T&PS AND OTHER INSTRUMENTS REQUIRED AS PER CONTRACT HAVE BEEN DEPLOYED AT SITE AND ARE AVAILABLE IN GOOD WORKING CONDITION & UTILISATION REPORT HAS BEEN SUBMITTED.			
2	LABOUR LICENSE FOR THE WORKMEN ENGAGED AND IS VALID UPTO			
3	WCP POLICY FOR THE WORKMEN ENGAGED ARE AVAILABLE & VALID UPTO			
4	COPIES OF THE ABOVE HAVE BEEN SUBMITTED TO BHEL			
5	WORKERS WAGES FOR THE PREVIOUS MONTH HAVE BEEN DISBURSED AND PAID ACQUITTANCE ROLL SUBMITTED TO BHEL			
6	PF HAS BEEN DEDUCTED AS PER RULES AND PAID CHALLAN SUBMITTED TO BHEL			
7	PLEASE QUOTE YOUR PAN NO.			
8	PLEASE QUOTE YOUR SERVICE TAX REGN. NO.			
9	SERVICE TAX FOR THE PREVIOUS MONTH HAS BEEN REMITTED AND PROOF OF PAYMENT HAS BEEN ATTACHED WITH THE CURRENT BILL			
10	BANK GUARANTEE FOR SECURITY DEPOSIT/ADVANCE PAID ARE VALID UPTO			
11	PROOF OF SALES TAX REGISTRATION AND EXEMPTION ,IF ANY FOR NON DEDUCTION / SHORT DEDUCTION OF WCT HAS BEEN SUBMITTED TO BHEL			
12	PERIODICAL REPORTS AS PER CONTRACT HAS BEEN SUBMITTED			
13	"QUALITY ASSURANCE LOG SHEETS, PROTOCOLS & OTHER DOCUMENTS AS REQUIRED UNDER SECTION 8 OF THE CONTRACT HAS BEEN SUBMITTED AND NECESSARY APPROVAL OBTAINED.			
14	LOG SHEETS FOR EXTRA / ADDITIONAL WORK CARRIED OUT AS PER CONTRACT HAS BEEN SUBMITTED TO BHEL			

CONTRACTOR

BHEL

DATE:

PLACE:

Signature of Bidder

NIT Ref. CE ES/2012-13/07/Aditya/KJ DATED 07/12/2012

ANNEXURE VII

FORM XIX

[See Rule 78 (2) (b)]

WAGE SLIP

Name and address of Contractor	Name & Father's Name of the workman
Name and location of work	For the week/Fortnight/ Month ending

1.	No. of days worked	
2.	No. of units in case of piece-rate workers	
3.	Rate of daily wages/piece-rate	
4.	Amount of overtime wages	
5.	Gross wages payable	
6.	Deduction, if any (PF 12%)	
7.	Net amount of wages paid	

(Initials of the Contractor or his Representative)

Signature of Bidder

FORM XIV
(See Rule 76)
EMPLOYMENT CARD

Name and address of Contractor	Name & Address of establishment in/under which Contract is carried on
Name of work and location of work	Name & Address of Principal Employer

1.	Name of workman	
2.	Serial No. in the register of workman employed	
3.	Nature of employment / Designation	
4.	Wage rate with particulars of unit, in case of piece work	
5.	Wage period	
6.	Tenure of employment	
7.	Remarks	

(Signature of Contractor)

Signature of Bidder

ANNEXURE-A

FINANCIAL VIABILITY

1. Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts).

2. Quantum of business done during last three financial years

i) Rs..

ii) Rs.

iii) Rs.

3. Value of fixed Assets of the business in last three YEARS

i) Rs.

ii) Rs.

iii) Rs.

4. Guarantee limits (if any) enjoyed by the firm.

5. Over draft limits (if any enjoyed by the firm).

6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).

7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the bidder enjoys.

NOTE:

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

Signature of Bidder

ANNEXURE – B

ANALYSIS OF SIMILAR JOBS EXECUTED / IN
PROGRESS

S.No.	Agency By whom Awarded	Location of project	Capacity & unit nos.	Scope of work	Date of award	Contract value in Rs.
1	2	3	4	5	6	7

%age work completed and due date for completion	Date of completion if job is already over	No. of skilled / unskilled workers deployed at peak	No. of Engrs.& Super- visors deployed at peak	Details of major T&P like		Consumables by whom
				welding M/c s supplied		
				By Con- Tractor	By other Agency	
8	9	10	11	12	13	14

(SIGNATURE OF BIDDER)

Signature of Bidder

ANNEXURE – C

MONTHWISE MANPOWER DEPLOYMENT PLAN

S.No.	Category	No. of Person Available on		(Indicate No. of Persons to be in each month)					
		1 st	2 nd	3 rd	4 th	5 th	6 th	and	so on
	Roll of the Organisation								
1.									
2.									
3.									
Total									

Signature of Bidder

ANNEXURE – D**(A) STATUS OF TOOLS & PLANTS**

S.No.	Name of Equipment	Quantity owned	Registration no. wherever Applicable	Documents enclosed for proof of Ownership	Present Location	Quantity proposed to be deployed for this job
-------	-------------------	----------------	--------------------------------------	---	------------------	---

(B) MONTHWISE T&P DEPLOYMENT PLAN

S.No.	Description of T & P	Month (indicate No. to be deployed in each month)							
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th and so on

(SIGNATURE OF BIDDER)
WITH STAMP

Signature of Bidder

ANNEXURE -E

ANALYSIS OF UNIT RATE QUOTED

S.NO.	DESCRIPTION	PERCENTAGE OF THE UNIT RATE QUOTED	REMARKS

1.	Salary & wages for staff & workers		
2.	Consumables		
	(a) Gases (NA)		
	(b) Welding Electrodes (NA)		
	(c) P.O.L.		
	(d) Others		
3.	Depreciation & maintenance for T&P		
4.	Depreciation & Maintenance for other		
5.	Establishment and Administration expenses of site		
6.	Over Heads		
7.	Profit		

(SIGNATURE OF BIDDER)
WITH STAMP

Signature of Bidder

ANNEXURE - F
DECLARATION SHEET

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

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

Bidder's Name & Address

Authorised representative's signature with name and address.

Signature of Bidder

ANNEXURE - G**CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS**

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

1. Name and address of the bidder
2. Telegraphic/ telex address
3. Phone No. (Office)/ Fax No.
4. Name & designation of the official of the bidder to whom all the references shall be made.
4. Bidder's proposal No. & date
5. Whether EMD submitted (By cash/Pay order / bank draft) Yes/No
6. Validity of offer/ rates quoted for THREE months from the date of opening of tender Yes/No
7. Financial Status as per Clause 11.1 (in the format as per Annexure-A) Yes /No
8. Income tax Clearance certificate as per Clause 11.2 Yes/No
9. Details of experience as per clause 11.3 (in the format as per Annexure-B) Yes /No
11. Monthwise & Categorywise manpower deployment plan as per Clause 11.4 (in the format as per Annexure-C) Yes/No
12. Attested copy of power of attorney as per clause 11.5 Yes/No
13. Details about type of the firm as per clause 11.6 Yes / NO

Signature of Bidder

- | | |
|--|----------|
| 14. Status of T&P and monthwise deployment plan as per clause 11.7 (in the format as per Annexure-D) | Yes /No |
| 15. Analysis of unit rate quoted as per Clause 11.8 (in the format as per Annexure-E) | Yes / No |
| 16. Declaration sheet as per clause 11. 09 (in the format as per Annexure-F) | Yes /No |

Date _____

(SIGNATURE OF BIDDER WITH STAMP)

WITNESS

(SIGNATURES WITH FULL PARTICULARS)

1.

2.

Signature of Bidder

ANNEXURE - H**BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G. NO.

Date

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

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

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

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

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

Signature of Bidder

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

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

That during the period this Contract of guarantee remains effectual, the Guarantor shall be liable in respect of the amount due and owing to the Company in respect of the payments to the extent of Rs.(Rupees only) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the 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.

Signature of Bidder

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 Bangalore only.

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

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

Signed for and on behalf of the Bank

Signatory No.-----)

WITNESS:

1. Name & Address
2. Name & Address

Notes :

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

Signature of Bidder

LIST OF MEMBER BANKS

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

Signature of Bidder

FORMAT FOR CLAIM FOR REFUND OF SECURITY DEPOSIT

Ref:

Date:

1. *Name of Contract* :
2. *W.O. No & Date* :
3. *Contract Agreement & Date* :
4. *Name of the work undertaken* :
5. *Date of Commencement of Work* :
6. *Date of Completion of work* :
7. *Period of maintenance* :
8. *Date of which Final bill was paid* :
9. *Last date of making good the defect during maintenance period*
:
10. *Expenditure incurred by BHEL during the maintenance period, if any recoverable*
:
11. *Date on which security Deposit falls due as per Contract* :
12. *Amount deposited or recovered* :
13. *Less Amount recoverable (with details)* :
 - 13.01 *Amount Spent by BHEL on* :
 - 13.02 *Payment made on behalf of Contractor* :
 - 13.03 *Court dues / penalties / compensation* :
 - 13.04 *Other recoveries for services* :
 - 13.05 *Security Deposit released with final bills* :
14. *Net Amount recommended for release (12-13)*

Signature of Bidder

CERTIFICATE TO BE FURNISHED BY CONTRACTOR

Ref. Work Order No. dated

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

Date:

Signature of Contractor

CERTIFICATE TO BE FURNISHED BY ENGINEER

Certified that

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

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

All other objections raised so far have been settled.

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

Date:

Signature of Engineer

FOR USE OF ACCOUNTS DEPARTMENT

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

ACKNOWLEDGEMENT BY THE CONTRACTOR

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

Date:

Signature of Engineer

Signature of Bidder

FORMAT OF DECLARATION (ON CONTRACTOR'S LETTER HEAD) TO BE GIVEN
WITH FINAL BILL

Ref:

Date:

To:

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

Dear Sir / Madam

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

This is to certify that

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

Thanking You,

*Yours Sincerely
Signature of the Contractor*

Signature of Bidder

PART – II

PRICE BID

SCOPE OF WORK

Receipt of Instrumentation, Signal, Earthing and Power Cables from Stores, Verification/ Identification, Shifting to place of erection, Laying of Cables, Cable dressing, Fixing cable identification Tags, Fixing of Glands, Crimping of Lugs and Termination of both Ends of Cables as per Cable Schedule, UTP Cat-5E Cable laying and termination with RJ-45 Connectors, Preparation of Protocols, Scrap disposal to Customer designated place, Cable Reconciliation and Handing over of left out Cables to BHEL Stores for Station C&I package of 6 x 150 MW Unit-3,4 & Common systems at Hindalco Industries Limited, Aditya Aluminum Captive Power Project at Lapanga, District: Sambalpur, Orissa.

Signature of Bidder

RATE SCHEDULE

SL. NO.	DESCRIPTION	UNIT OF MEASUREMENT	QTY. IN METRES	Unit Rate in Fig. (Rs.)	Unit Rate in words	Amount in Fig. in Rs
A.	INSTRUMENTATION CABLES - HIL-ADITYA SUPPLY					
1	1P x 1.00 SQ. MM	MTR.	57000			
2	2P x 1.00 SQ. MM	MTR.	38000			
3	3P x 1.00 SQ. MM	MTR.	110000			
4	4P x 1.00 SQ. MM	MTR.	132000			
5	6P x 1.00 SQ. MM	MTR.	62000			
6	12P x 1.00 SQ. MM	MTR.	32500			
7	24P x 1.00 SQ. MM	MTR.	5500			
8	1Pc x 1.00 SQ. MM	MTR.	8000			
9	6Pc x 1.00 SQ. MM	MTR.	2000			
10	12Pc x 1.00 SQ. MM	MTR.	3000			
	TOTAL -A		450000			
B.	INSTRUMENTATION CABLES - BHEL SUPPLY					
1	0.5 SQ.MM X 2 PAIR ARMOURED	MTR.	6000			
2	0.5 SQ.MM X 4 PAIR ARMOURED	MTR.	4500			
3	2 PAIR X 1.3 SQ.MM COMPENSATING CABLE - K TYPE	MTR.	3000			
C	POWER CABLES - BHEL SUPPLY					
1	6 SQ.MM - RED COLOUR	MTR.	10500			
2	6 SQ.MM - BLACK COLOUR	MTR.	10500			
3	4 CORE X 1.5 SQ.MM	MTR.	4500			
D	UTP CABLES					
1	UNTWISTED PAIR CABLE - EACH BUNDLE OF 305 Mtr. LENGTH, TOTAL 114 BUNDLES	MTR.	17385			
	TOTAL-B+C+D		56385			
	Total Amount in Rupees					

Signature of Bidder

Notes:

1. *Rate in Rupees per **Meter** for entire scope of work as defined in this tender specification in respect of all items received from BHEL Stores / Customer's Stores / Open store sheds / storage yard. Approx. quantity to be handled is indicated above.*
2. *The Unit Rate shall be entered in figures as well as in words. In case of difference between words and figures THE LESSER OF THE TWO will be treated as valid .*
3. *Quantity is indicative only. Rate shall be valid for any upward or downward revision without any limit individually.*
4. *The cabling Work of Unit 3 ,4 and common systems have been considered . In case required by BHEL the work of cabling in other units also may have to be carried out at the same rates quoted above.*

SIGNATURE & SEAL OF BIDDER

Signature of Bidder