



**BHARAT HEAVY ELECTRICAL LIMITED**  
(A GOVERNMENT OF INDIA UNDERTAKING)  
EXTERNAL SERVICES DEPARTMENT  
ELECTRONICS DIVISION  
**P.B. NO.: 2606, MYSORE ROAD, BANGALORE-560 026.**

**TENDER DOCUMENT**  
FOR

RECEIPT, UNLOADING, INSPECTION, VERIFICATION, STACKING AND Re-STACKING  
OF CONTROL & INSTRUMENTATION MATERIALS  
&  
PROVIDING MANPOWER ASSISTANCE FOR STORES MANAGEMENT AND  
MAINTENANCE / HOUSEKEEPING OF OFFICES OF BHEL

**AT**

NATIONAL CAPITAL POWER STATION (NCPS), NTPC DADRI, STAGE-I  
GAUTAM BUDH NAGAR, UTTAR PRADESH – 203 207

**TENDER REF. NO.:** CE/ES/2013-14/16/DADRIR&M/MH&M/GS  
**DUE DATE:** 25.04.2014 & **TIME:** 13:00 Hrs.

**PART-I**

FOR OFFICIAL USE ONLY  
NOT FOR PUBLICATION

**PROJECT:** Complete Renovation & Modernisation of Control & Instrumentation System package at 4X210MW, Stage-I, NCPS (Thermal), NTPC Dadri, Gautam Budh Nagar, UTTAR PRADESH - 203 207.



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Date: 04.04.2014

**IMPORTANT NOTE**

**BIDDER FOR 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 BID'S ARE SUBMITTED. PRINTED 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.**



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TENDER REF. NO.:CE/ES/2013-14/16/DADRIR&amp;M/MH&amp;M/GS

Date: 04.04.2014

**NOTICE INVITING TENDER**  
**(TWO PART OPEN TENDER)**

Sealed offers under two part bid system are invited from competent contractors, fulfilling qualifying requirements, with sound financial capacity and experience for undertaking the following work as per detailed schedule of work given in Tender Documents.

TENDER REFERENCE NO. & DATE	CE/ES/2013-14/16/DADRIR&M/MH&M/GS  04.04.2014
NAME OF WORK	Material handling & providing manpower assistance for BHEL Site / Stores / Office work.
PLACE OF WORK EXECUTION	STAGE-I (4X210MW), NCPS (Thermal), NTPC DADRI GAUTAM BUDH NAGAR, UTTAR PRADESH INDIA. PIN - 203 207
ESTIMATED VALUE OF WORK	Rs. 25, 50, 000/- (Indian Rupees Twenty Five Lakhs Fifty Thousand Only)
Earnest Money Deposit (EMD)	Rs. 60, 000/- (Indian Rupees Sixty Thousand Only)
DUE DATE & TIME OF TENDER SUBMISSION	25.04.2014 13:00 Hrs.
DATE & TIME Of Techno Commercial Bid Opening	25.04.2014 13:30 Hrs.
Address for Submission of completed Tender	Mr. G SARAVANAN Sr. DGM, EXTERNAL SERVICES 5 <sup>TH</sup> FLOOR, NEW ENGINEERING BUILDING BHEL - ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN - 560 026
Contact Details for Queries related to this tender only.	Phone: +91 - 80 - 26989240 FAX: +91 - 80 - 26989222 / 26989217 e-mail: <a href="mailto:saravanang@bheledn.co.in">saravanang@bheledn.co.in</a>

Notes:

1. No sale of Bid documents will be done by this office. The Bidder shall download the Bid document from our websites, fill the same completely & submit to us.

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## PRE-QUALIFICATION REQUIREMENTS

Bidders who wish to participate should satisfy the following 'Qualifying Requirements':

1. Bidder should have executed at least one work of handling C&I / Electrical / Mechanical equipment in a Power Plant Project of 110MW or higher rating during any of the preceding SEVEN years from 31.03.2014.

OR

Bidder should have executed the work of Erection & Commissioning of Control & Instrumentation system (consisting of DCS Panels, Instrumentation / Control / LT Power cables, field instruments etc.) in a Power Plant Project of 110MW or higher rating during any of the preceding SEVEN years from 31.03.2014.

2. Experience of having successfully completed similar works (as given above) during last 7 years from 31.03.2014 should be either of the following :

- a) Three similar completed works each costing not less than an amount equal to Rs. 10, 20, 000/- (Indian Rupees Ten Lakhs Twenty Thousand Only)

OR

- b) Two similar completed works each costing not less than an amount equal to Rs. 12, 75, 000/- (Indian Rupees Twelve Lakhs Seventy Five Thousand Only)

OR

- c) One similar completed work costing not less than an amount equal to Rs. 20, 40, 000/-(Indian Rupees Twenty Lakhs Forty Thousand only).

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. 2, 55, 000/-(Indian Rupees Two Lakh Fifty Five Thousand Only).
4. Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be equal to or greater than Rs. 7, 65, 000/- (Indian Rupees Seven Lakhs Sixty Five Thousand Only).

For this work, Bidder selection is subject to the approval of BHEL's Client **i.e. M/s NTPC Ltd., NCPS (Thermal), Stage-I, Gautam Budh Nagar (UP).**

## PROCEDURE FOR THE SUBMISSION OF SEALED TENDERS

1. Interested bidder fulfilling the pre-qualification requirement of this tender has to download the complete Tender Document from our websites [www.bhel.com](http://www.bhel.com) and [www.bheledn.com](http://www.bheledn.com) and same should be used for submission of their offer. Bidders downloading the tender documents from the web site shall remit Rs. 2000/- (Rupees Two thousand only) as Tender Fee in the form of crossed Demand Draft (non – refundable), in favour of “BHEL” payable at Bangalore along with their offer.
2. The offer shall be submitted in a sealed cover to Officer inviting tender on or before due date as indicated in tender notice which will contain three separate sealed envelopes therein as follows:
  - 2.1 **1<sup>st</sup> envelop** super scribed ‘**EMD AND TENDER FEE**’ containing the financial instrument towards Earnest Money Deposit and crossed Demand Draft of Rs. 2000/- (Indian Rupees Two Thousand only) towards Tender Fee.
  - 2.2 **2<sup>nd</sup> envelope** super scribed ‘**TECHNO COMMERCIAL BID**’ containing, one Complete set of tender document included in Part I of tender, all schedules, data sheets and details called for in the specification including offer letter duly signed and stamped. Each page of this NIT should be signed and stamped as a token of acceptance of all Terms & Conditions of NIT and supported by documentary evidences.
  - 2.3 **3<sup>rd</sup> envelope** super scribed ‘**PRICE BID**’ in RED INK should contain the Schedule of Rates as given in PART-II of this NIT therein duly filled in, signed & stamped by the Bidder. Bidder has to quote for each item as mentioned in Price Bid. Noncompliance of this may lead to the rejection of offer of bidder by BHEL.
- 3 The bidder shall clearly indicate his name and address as well as the Tender Reference Number, due Date & Time and name of work on top of all the four covers.
- 4 Complete Tender documents duly filled and signed by bidder or bidder’s authorized representative, shall reach this office by 13:00 Hrs. on 25.04.2014. Bidders can submit their offers by hand/Registered or Speed post/courier service. However BHEL takes no responsibility for any loss / delay of documents or correspondences sent by courier / post. The Techno Commercial bid shall be opened on 25.04.2014 at 13.30 Hours at Reception area of BHEL – Electronics Division, Bangalore – 560 026 in the presence of bidders who choose to be present.
- 5 Tenders received after the specified time of their ‘Submission’ are treated as Late Tenders and shall not be considered.

## PROJECT INFORMATION

BHEL-EDN, Bangalore is executing complete Renovation & Modernisation of Control & Instrumentation system of Stage-I, NCPS (THERMAL), NTPC Dadri. NCPS (THERMAL)-Dadri consists of four (4) Units of 210MW.

### **Details of Stage/Units:**

Project Name:	NCPS (THERMAL), DADRI
Project Stage:	Stage-I
No. of Units X Capacity:	4X210MW
Project Setting Up By:	NTPC Limited

### **Location and Approach:**

Project Location:	(i) Place: Dadri
	(ii) District: Gautam Budh Nagar
	(iii) State: Uttar Pradesh
	(iv) Country: India

Latitude and Longitude of Project Location	North: 28 Degree 36' N
	East: 77 Degree 36' 25" E

Nearest Railway Station:	Dadri
Distance of Project Site from the Railway Station:	8.5 KM (approx.)
Nearest Major Town:	Dadri Town
Distance of the Town from the Project Site:	6.75 KM
Nearest Commercial Airport:	Delhi
Distance of airport from the Project Site:	70 KM
Nearest Highway:	National Highway 3 & 24
Any Other Information:	Further to the information given here, Bidders are advised to visit the Project Site and collect data on local site conditions.

## INSTRUCTIONS TO BIDDERS (ITB)

1. It shall be the responsibility of the bidder to go through the tender documents carefully and submit all the relevant documents stipulated in the tender for evaluation. Pre-qualification of the bids will be based on the details furnished at the time of submission of the bid.
2. The tender shall be SIGNED AND STAMPED ON EACH PAGE by the Bidder himself or by his authorized representative. In the latter case, a certified copy of the power of attorney under which the said representative is authorized should also be submitted with the offer. In the case of a firm, all the partners of or such or any of them as are authorized under the deed of partnership should sign.
3. Tenders not received in time, incomplete in any respect, containing absurd or unworkable rates and amounts, not in accordance with the tender conditions / specification etc., as well as conditional and un-witnessed tenders are liable to be summarily rejected. No page of the tender documents shall be removed or altered and the whole set of tender documents as downloaded from web sites of BHEL must be submitted after being duly filled in and signed.
4. No overwriting / corrections / insertions / cancellations in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same shall be duly attested by authorized signatory. Failure to comply with these instructions may result in rejection of the tender.
5. No Deviation with respect to tender clauses/conditions and no additional clauses/suggestions in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
6. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
7. 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.
8. 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.
9. Should a bidder or contractor or in the case of a firm or Company of contractors / one or more of its Partners / shareholders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed (as per Annexure-5) to the fact along with the offer, failing which BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

10. All corrigenda, addenda, amendments and clarifications to this tender will be hosted on web sites [www.bhel.com](http://www.bhel.com) & [www.bheledn.com](http://www.bheledn.com) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
11. For any clarification on the tender document, Bidder may seek the same in writing (2 copies) together with soft version (thru e-mail) before 18.04.2014, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay. Any clarification / query received after due date of seeking clarification shall not be entertained.
12. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
13. 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.**

- 13.1 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.
- 13.2 Pay order or Demand Draft in favour of 'Bharat HeavyElectricals Limited' and payable at Bangalore.
- 13.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 13.4 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- 13.5 In the case of unsuccessful bidders, the Earnest Money will be refunded normally within thirty (30) days of acceptance of award of work by the successful bidder.
- 13.6 BHEL reserves the right of forfeiture of Earnest Money Deposit in case the successful bidder:
  - 13.6.1 After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
  - 13.6.2 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.
- 13.7 EMD shall not carry any interest.

- 13.8 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/EDN. However they will be required to indicate the cash receipt & date of one time EMD in their bid / tender. EMD provided against any other tender shall not be adjusted either partly or fully against this tender.
14. BHEL may decide holding pre-bid discussion [PBD] with any/ all intending bidders before opening sealed Price-Bid. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
15. *Rates / Prices including discounts / rebates shall not be mentioned by bidder anywhere in the techno-commercial portion of offer, it shall be mentioned in the relevant price schedule only and submitted in separate sealed envelope.*
16. 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.
17. Quantities mentioned in the rate schedule are approximate only and liable for variation to any extent. No claim for escalation or otherwise on account of deviation of quantity in question will be entertained.
18. The sealed Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. The bidders qualifying in Techno Commercial bid will be intimated separately for participating in Price bid opening. Price bid of the bidders who are not pre-qualified shall be returned along with the EMD. BHEL's decision in this regard shall be final & binding.
19. Unsolicited rebate / discount shall NOT be accepted after Techno commercial bid opening.
20. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of Techno commercial bid opening. The bidder shall not be entitled during the said period of 90 days, without the consent in writing of the company, to revoke or cancel his tender or to vary the rates given by him, or any terms thereof. Bids once submitted within due Date & Time, shall not be returned.
21. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
22. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in execution of a contract. BHEL's decision in this regard shall be final & binding.
23. The bidder may have to produce original documents for verification if so decided by BHEL.

24. The successful bidder whose tender is accepted, will be intimated regarding the acceptance of his tender by a Work Order / Letter of Intent (LOI) to the address mentioned in his offer. Within thirty (30) days of the issue of such an intimation the bidder should execute the contract on a non-judicial stamp paper (to be arranged by the successful bidder).
25. If the successful contractor fails to start the work within 15 days from the date of issue of Work Order / LOI or within such period as BHEL may allow, the EMD furnished by the bidder shall stand forfeited and the acceptance of his tender shall be considered withdrawn.
26. 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.
27. The bidder is advised to actually visit the site and fully acquaint himself with site conditions, transportation routes, various distances, facilities, Local taxes, toll charges and levels, wage structure (local labour minimum wages & prevailing wage agreements at site), 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 Contractor has quoted for the work, it is implied that he has ascertained various site conditions and No claim whatsoever on this account shall be entertained on a later date.
28. SECURITY DEPOSIT
- 28.1 Upon acceptance of tender, the successful bidder must deposit the required amount of Security Deposit within 15 days from the date of issue of Letter of Intent but before start of work.
- 28.2 The Total amount of Security Deposit shall be as follows:  
INR One lakh + 7.5% of the amount exceeding INR 10 lakhs.
- 28.3 The Security Deposit shall be deposited in any one of the following forms:-
- 28.3.1 The Security Deposit as indicated in the Letter of Intent in cash (As permissible under Income Tax Act).
- 28.3.2 Pay order, Demand Draft in favour of '**BHEL**' and payable at Bangalore.
- 28.3.3 Local cheques of scheduled banks, subject to realization.
- 28.3.4 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)
- 28.3.5 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 Bank Guarantee format should have the approval of BHEL.

- 28.3.6 Fixed Deposit Receipt (FDR) 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.
- 28.3.7 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be DEPOSITED before start of the work and the balance 50% may be recovered from the running bills.
- 28.3.8 EMD of the successful bidder shall be converted and adjusted against the security deposit.
- NOTE: Acceptance of Security Deposit against Sl. No. (29.3.4) and (29.3.6) 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.
- 28.4 The Security deposit shall not carry any interest.
- 28.5 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 28.6 The validity of the Bank Guarantee furnished towards Security Deposit under (29.3.5) above shall be up to 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.
- 28.7 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/her.
- 28.8 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.
- 28.9 In 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 realised 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.
- 28.10 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the security Deposit, against any claims of any other contracts with BHEL.
- 28.11 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 (refer Annexure-16) and returns properties belonging to BHEL taken, borrowed or hired by him / her 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 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 SIX months from release of first 50% of Security Deposit.

Note: The Bank Guarantees are to be submitted as per BHEL -EDN proforma (refer Annexure-14).

29. 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.
30. 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.
- 30.1 FINANCIAL STATUS: Financial viability as per proforma enclosed at ANNEXURE – 8.
- 30.2 INCOME TAX CERTIFICATES: A Certificate of Income tax clearance from the appropriate authority in the forms prescribed therefore 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.
- 30.3 PREVIOUS EXPERIENCE: A Statement giving particulars of various similar works executed by the bidder (duly supported by documentary evidence) indicating the value of each work, the site location, the duration, date of completion etc., strictly as per proforma enclosed at ANNEXURE – 9.
- 30.4 MANPOWER and T & P DEPLOYMENT PLAN: Month wise and Category wise manpower as well as T & P deployment plan of bidder for the execution of work under this contract as per proforma enclosed at Annexure - 11. The Organisation Chart of manpower that is totally available with bidder shall also be submitted with the offer.
- 30.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor, shall be attached.
- 30.6 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 out 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.

30.7 A list of tools and tackles (including cranes, tractor, trailers etc., wherever applicable) that the bidder is having and those that will be deployed on this job as per proforma enclosed at ANNEXURE – 10 & 11.

30.8 Analysis of Unit Rate Quoted as per proforma enclosed at ANNEXURE – 12.

30.9 Declaration sheet as per proforma enclosed at ANNEXURE – 13.

30.10 IN ADDITION TO THE ABOVE, the particulars required elsewhere in tender documents.

30.11 Checklist and schedule of general particulars duly filled in, signed and stamped.

Note: In terms of clauses 31.1 to 31.11 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.

31. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope Price Bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and Conditions governing RA is provided in Annexure-19 of this tender.

In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Definition and Interpretations:

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

- 1.1 BHEL (or B.H.E.L. 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.
- 1.2 'EXECUTIVE DIRECTOR' or 'GENERAL MANAGER (In-Charge)' or 'GENERAL MANAGER' shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- 1.3 'ENGINEER' or 'ENGINEER-IN-CHARGE' shall mean Engineer deputed by BHEL. The terms include Addl. General Manager, Sr. Deputy General Manager, 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 Head Office.
- 1.4 'SITE' shall mean the place or places at which the plants / equipment are to be unloaded / stored / erected and services are to be performed as per the specifications of this Tender.
- 1.5 'CLIENT OF BHEL' or 'CUSTOMER' shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services or both.
- 1.6 'CONTRACTOR' shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 1.7 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules 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.
- 1.8 'GENERAL CONDITIONS OF CONTRACT' shall mean the 'Instructions to Bidders' and 'General Conditions of Contract' pertaining to the work detailed.
- 1.9 'TENDER SPECIFICATIONS' shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the bidder are required to submit their offer. Individual Specification Number will be assigned to each tender specification.
- 1.10 'TENDER' or 'TENDER DOCUMENTS' shall mean Notice Inviting Tender, Instructions to Bidders, General Conditions of Contract, Common Conditions, Special Conditions of Contract, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum, Amendments, Forms, Procedures, Site information, etc.

and drawings/documents pertaining to the work for which the bidder are required to submit their offers.

- 1.11 '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.
- 1.12 'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the Store/godown to BHEL after due material reconciliation which are found acceptable by the Engineer being of required quantity and conforming to the Material Verification Register.
- 1.13 'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- 1.14 'EQUIPMENT' shall mean all equipment, machineries, materials, structural, electrical and other components of the plant covered by the Contract.
- 1.15 'TESTS' shall mean and include such test or tests to be carried out by the contractor as prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 1.16 'APPROVED','DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.
- 1.17 'WORK' or 'CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing of the equipment to the entire satisfaction of BHEL.
- 1.18 '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.
- 1.19 '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.
- 1.20 'MONTH' shall mean calendar month.
- 1.21 'WRITING' shall include any manuscript, typed, written or printed statement under the signature or seal as the case maybe.

## 2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Bangalore, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract.

### 3. ISSUE OF NOTICES TO CONTRACTOR

Any notice hereunder may be served on the contractor through his duly authorised representative or may be served by registered mail direct to the address furnished by the contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

### 4. 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.

### 5. COMMENCEMENTS AND COMPLETION OF WORK

5.1 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.

5.2 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.

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

5.4 The unloaded / stored / shifted C&I materials or Service provided or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects.

### 6. MEASUREMENTS OF WORK AND MODE OF PAYMENT

6.1 All payments due to the contractor shall be made by Electronic Fund Transfer (EFT).

6.2 For progress / running bill payments, the contractor shall present detailed measurement sheets in TRIPLICATE duly indicating all relevant details based on 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 (LR copy / Waybill / Invoice / Packing List). These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

6.3 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.

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

6.5 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.

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

- 6.7 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.
- 6.8 The Contractor shall bear the expenditure involved, if any, in making the measurements in the work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 6.9 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be borne by the Contractor.
- 6.10 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.
- 6.11** Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender 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. After the payment of final bill, only the guarantee obligation percentage value, if applicable, shall remain unpaid which shall be released in accordance with **Clause 14 of GCC**.

## 7. RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation:

- 7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through 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.
- 7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-
- I. Contractor's continued poor progress
  - II. Withdrawal from or abandonment of the work before completion of the work
  - III. Contractor's inability to progress the work for completion as stipulated in the contract
  - IV. Poor quality of work
  - V. Corrupt act of Contractor
  - VI. Insolvency of the Contractor

- VII. Persistent disregard to the instructions of BHEL Engineer
  - VIII. Assignment, transfer, sub-letting of contract without BHEL's written permission
  - IX. Non fulfillment of any contractual obligations
  - X. In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule
- 7.3 To meet the expenses including BHEL overheads of 30% & Liquidated Damage/penalties arising out of "Risk & Cost" as explained above under clause No. 7.2 BHEL shall recover the amount from any money due from Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- 7.4 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 15% on all such payments.
- 7.5 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- 7.6 While every endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/extra payment on this account.
- 7.7 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.
- 7.8 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to demobilize forthwith and remobilize at an agreed future date. The Contractor will not be entitled to any compensation/extra payment on this account. ORC in such cases shall not be applicable for the period between the period of demobilization and remobilization. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- 8. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**
- The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:
- 8.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

- 8.2 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, has due regard to all local festivals, religious and other customs.
- 8.3 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 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 maybe required under law.
- 8.4 The Contractor, in the event of his engaging 20 (Twenty) 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.
- 8.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be levied 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.
- 8.6 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.
- 8.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 8.8 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 8.9 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.
- 8.10 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.
- 8.11 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 of security deposit in one installment.
- 8.12 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.
- 8.13 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.
- 8.14 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.
- 8.15 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.
- 8.16 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.
- 8.17 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, if called so for. In case the contractor fails to make payment of wages to his workmen in time BHEL may be compelled to make payment to the workmen at the contractor's risk. In such a situation suitable action shall be taken against the contractor including imposition of penalty. The contractor shall produce a labour clearance certificate from the concerned official along with his bills.
- 8.18 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.
- 8.19 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.
- 8.20 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.
- 8.21 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. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
- 8.22 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor

will also demolish all the hutments, sheds, offices, etc. constructed and used by him/her 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.

- 8.23 The contractor shall execute the work in the most substantial and workmen like manner in the stipulated time. Accuracy of work and timely execution shall be 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.
- 8.24 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

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

- 9.1 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, sign 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. The contractor shall arrange for such safety devices as are necessary for this type of work and carryout the requisite site tests for handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- 9.2 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.
- 9.2.1 Safety Helmets conforming to IS-2925
  - 9.2.2 Safety Belts conforming to IS-3521
  - 9.2.3 Safety shoes conforming to IS-1989
  - 9.2.4 Eye & Face Protection devices conforming to IS-8520 and IS-8940
  - 9.2.5 Hand & Body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- 9.3 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 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.
- 9.4 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.

- 9.5 The contractor shall not use any hand lamp energized 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.
- 9.6 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, Explosive Act, Petroleum and Carbides of Calcium Manual of the Chief controller of Explosives, Government of India etc. Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.
- 9.7 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.
- 9.8 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.
- 9.9 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.
- 9.10 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.
- 9.11 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.
- 9.12 The contractor shall submit report of all accidents, fires, property damage and dangerous 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.
- 9.13 During the course of shifting, verification, and restacking, the scrap lumbers with protruding nails, sharp edges etc., and all other packing material debris including combustible scrap shall be kept cleared from working areas, passage ways and in and around store area.

- 9.14 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.
- 9.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 9.16 All the contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- 9.17 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.
- 9.18 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.
- 9.19 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.

## 10. CONSEQUENCES OF CANCELLATION

- 10.1 Whenever BHEL exercise its authority to terminate the contract / withdraw a portion of work under Clause 7 of GCC, 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.
- 10.2 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.

## 11. INSURANCE

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

- 11.2 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 IS IN FORCE FROM TIME TO TIME WILL HAVE TO BE FOLLOWED BY THE CONTRACTOR.
- 11.3 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.
- 11.4 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 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.
- 11.5 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 reserve the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 11.6 If due to negligence / carelessness on the part of the contractor, any surrounding properties also get damaged, BHEL shall reserves the right to recover the loss from the contractor.
- 11.7 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.

## 12. STRIKES AND LOCKOUTS

- 12.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractors workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed 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.
- 12.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

### 13.FORCE MAJEURE

- 13.1 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.
- 13.2 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.

### 14.GUARANTEE

Even though the work (work of Material Handling and providing manpower assistance to BHEL-EDN site for their own exclusive use ) will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship, and shall rectify, free of cost to BHEL, all defects arising out of faulty workmanship within the time specified by 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 monies payable to the contractor or by other legal means.

### 15.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 to 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 of India. 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 matters to which the contract relates or that in 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 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.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

1. These special conditions are to be read in conjunction with the General Conditions of Contract where at variance the provisions of these Special Conditions shall take precedence over the aforesaid General Conditions of Contract.
2. The contractor shall comply with the orders and instructions issued by the officers, supervisors and staff of BHEL.
3. No guarantee can be given for quantum of work.
4. The Gross weight as indicated in the packing slip will be considered for payment purpose. In case the details of the weight are not available, the BHEL Engineer will refer other documents like drawings / dispatch documents to arrive at the weight of the consignment. The decision of BHEL Engineer is final and binding on the contractor.
5. The contractor shall maintain true, correct and detailed account of all work done by him in the prescribed form and manner prescribed by the BHEL Engineer from time to time. The record shall show separately all item of work, stipulated in the work order of the contract. The contractor shall produce the records so maintained by him for inspection by the BHEL Engineer, whenever sought.

### 6. SCOPE OF WORK

- 6.1 Scope of work described herein or in any other clause of this contract is indicative only and cannot be treated as complete.
- 6.2 The equipment/material to be handled by Contractor consist of Control and Instrumentation System, along with the associated auxiliaries. A tentative list of such materials is given in Annexure-1 of this tender document to give the general idea about the type and quantity of materials to be handled. The weights, dimensions and quantities shown are approximate and are liable to vary up to any extent. No increase in quoted / accepted rates / prices shall be allowed due to change in weights, dimensions and quantities of the equipment / materials. The contractor has to handle whatever actual materials are dispatched for the project irrespective of any variations and payments shall be released for the actual gross tonnage handled. These materials will be supplied from our manufacturing units as well as our vendors located both in the country and abroad. The delivery of these materials will be inside the project campus by road transport.
- 6.3 BRIEF SCOPE OF WORK: Receiving the material at site as and when delivered, unloading from Trucks / Trailers / Containers, transportation/shifting to storage or any other area within NTPC Dadri plant premises, proper storage, checking the shipments and reporting missing/damaged items, cleaning, claim formalities with insurance agency, maintaining proper record of material, Conservation, Preservation, Re-stacking, issue of material, Furnishing of skilled and semi-skilled personnel for the exclusive use of BHEL and any other services as envisaged in this contract.

- 6.4 The contractor shall have sufficient number of experienced persons at site who can maintain the records of dispatch / receipt / stacking / verification / shortage / damage / missing items etc. and execute the work of unloading, stacking and shifting (item No. 1 & 2 of Rate Schedule), depending upon the work load.
- 6.5 It shall be the responsibility of the contractor to keep in touch with BHEL Engineer at site and find out the arrival of consignments. For this the contractor or his authorized person shall contact the BHEL Site Office by 9.00 AM every day. The contractor or his authorized person should always be available at work spot.
- 6.6 The contractor has to use his own or arrange suitable equipment for safe handling and shifting of materials, including all necessary Tools & Plants required for the above work. Also consumables required for the execution of works as per this contract are to be provided by Contractor with no extra cost to BHEL.
- 6.7 Transport vehicles necessary for efficient and safe transportation of equipment to the designated location (within NTPC Dadri plant premises) has to be arranged by Contractor. All the vehicles used for the work should have valid documents like Insurance cover, RC Book, Vehicle fitness certificate etc.
- 6.8 The unloading is to be normally carried out at BHEL stores. However in certain cases BHEL Engineer may instruct the contractor to unload the materials at any place within the plant premises. The quoted rate shall remain valid for this work also.
- 6.9 The contractor has to ensure the unloading and removal of materials from unloading places within the permitted time. The materials unloaded, shall be shifted to project stores / storage yard and properly stacked immediately as per the instructions of BHEL Engineer. He has to ensure that the area is kept free and avoid jamming.
- 6.10 After stacking / verification, the materials may need to be restacked / shifted within the NTPC Dadri plant premises as per the instructions of the Engineer. The activity of restacking shall be applicable and payable only if the materials need to be shifted and restacked to different location with the help of material handling equipment as per the instruction of BHEL Engineer. The contractor will have to carry out the instructions of the BHEL Engineer and will be paid as per item No 2 of the Rate Schedule for this restacking work.
- 6.11 Materials already received at site (i.e. before award of this contract) or materials unloaded by transporter (as per his contract with BHEL) may need to be relocated, stacked, verified etc. and same has to be carried out by contractor as per the instructions of BHEL ENGINEER. Payments for such works will be made by BHEL as per the rates quoted under Item No. 2 of Rate Schedule of this tender.
- 6.12 The contractor under this contract shall also provide Skilled & Semi-skilled workmen on man month basis for exclusive use of BHEL as per Item No. 3 of Rate Schedule & following terms:

- 6.12.1 Skilled workmen should be capable of operating computer and familiar with MS Office, MS Excel / other similar packages available for site office / stores work. He should be capable of maintaining store records involving transactions like material issue etc. and supervising the work of material handling.
- 6.12.2 Semi-Skilled workers should be capable of working in Site / Site office / stores & Field Hostel / Quarters as per the instruction of BHEL Engineer.
- 6.12.3 Persons so deployed shall have to work in extended hours and on Sundays or any other holidays whenever required. Normal working hours will be 08:30 A.M. to 06:30 P.M. with one hour lunch break. However depending upon the exigencies of the work (especially during Unit Shutdown period) persons may be needed beyond the timings indicated above. Contractor has to provide the persons for the entire duration within the quoted rates. All such expenses are deemed to be included within the quoted rates and no additional charges shall be paid by BHEL.
- 6.12.4 Workmen provided as per the above provisions shall be experienced in the nature of work for which they are deployed.
- 6.12.5 The services of manpower provided under Item No. 3 of rate schedule are for exclusive use of BHEL Site. At any point the manpower provided to BHEL shall not be used by the contractor for his work under Item No. 1 & 2 of rate schedule.
- 6.12.6 In case the work performance of the manpower provided under Item No. 3 of rate schedule is not satisfactory, BHEL Engineer may seek replacement. The contractor shall replace the manpower within 7 days from the date of intimation. Decision of BHEL Engineer will be final & binding on the contractor.
- 6.12.7 BHEL reserves the right to recover from the contractor any loss which arises due to non-compliance of instructions of BHEL Engineer by the workmen provided under Item No. 3 of Rate Schedule of this contract.
- 6.13 In case of any discrepancy / shortage / damage (even the slightest sign of having been tampered with) in consignments / packing the contractor shall brought the same to the notice of BHEL and will take open delivery from the carriers. They shall forward such Open Delivery Certificates (ODC) to the Engineer immediately after retiring such consignments. If any discrepancy / shortage / damage found in the consignment after taking delivery from the carriers and after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such accounts is recoverable from the contractor.
- 6.14 In case of short delivery and non-delivery, immediate notice of loss shall be filed with the carriers at places of dispatch and destination through BHEL authorities at site.
- 6.15 BHEL reserves the right to recover from the contractor any loss which arises out of undue delay / discrepancy / shortage / damage or any other cause during material handling and when the custody of the equipment is with the contractor.

- 6.16 Unloading of materials from vehicles, at storage area / work site stacking and restacking shall be done in the presence of or as per the directions of BHEL representative.
- 6.17 Since, the trucks / trailers are expected to arrive during any time of the day / night, the contractor shall have his workmen round the clock at site as well as at other places as required to unload the materials.
- 6.18 Consignments coming on Sundays and Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site Engineer / his authorized representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements.
- 6.19 The detention charges, if any, in the event of delay in unloading from the carrier, will be to the contractor's account.
- 6.20 It shall be the responsibility of the contractor, to provide all necessary facilities to open the packages, in the presence of the Engineer, verifying their contents, re-packing wherever and whenever necessary, properly stacking them as may be directed by the Engineer. These works should be so done so as to facilitate proper handling, periodical verification of materials, receipt position, stock taking etc. within the contractual value.
- 6.21 Wooden sleepers / concrete blocks / steel frames and tarpaulins wherever deemed necessary shall be issued by BHEL free of charges. No material shall be left to remain on ground / in low-lying areas, where they are likely to get flooded during rains. However the items like wooden sleepers / concrete blocks / steel frames and tarpaulins shall be stacked / stored properly at a location(s) specified by BHEL when not in use. The contractor is expected to use these most judiciously. In case it is observed that the contractor is not utilizing these optimally, he could be asked to restack the same at his cost.
- 6.22 The material/equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using his own equipment like Hydra crane/ Fork lift etc.
- 6.23 For checking/verification of the components/packages with packing slips GR/LWB/PWB/RR etc., should be retained and submitted to BHEL Site.
- 6.24 Stacking of the material shall be done as per the instructions and to the satisfaction of the Engineer. The materials shall be so stacked that the same should facilitate easy handling. In the event of any improper stacking BHEL may ask the contractor to re-stack the material properly or failing which BHEL may get the job done by any other agency at the risk and cost of the Contractor.
- 6.25 The contractor shall execute the work in the most substantial and workman like manner. The materials shall be handled with care and diligence. Any loss to BHEL due to contractor or his workmen's (including those provided under Item No. 3 of Rate Schedule) lapse / negligence shall have to be made good by the contractor.

- 6.26 In case contractor is not able to unload, transport, stack the material at a pre-determined area, as per direction of the Engineer for any reason whatsoever (including non-availability of crane, tractor trailer and other T&P etc.) BHEL shall be at liberty to get the work done by engaging other agency / equipment / T&P etc. at the risk and cost of the contractor.
- 6.27 If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, kerb, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen / agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor or from his security deposit or any other money due.
- 6.28 It shall be the responsibility of the contractor to keep the storage areas (closed/semi-closed/open) in neat and tidy conditions. All surplus/unusable packing materials shall be removed and deposited at location(s) specified by BHEL within the project premises.
- 6.29 For any exigencies during execution of the contract, the contractor shall have to depute his personnel for collection/delivery of any material meant for site from/to out station if desired and instructed by the Engineer. The contractor will however be reimbursed expenses incurred for such work for person deputed.

## 7. Health, Safety & Environment Management (HSE)

- 7.1 BHEL – EDN is ISO 9001-2000, ISO 14001-1996, OHSAS 18001-1999, ISO 27001 and SA-8000 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 equipment etc. as per instructions of BHEL engineer. The contractor will be responsible for Health, Safety & Environment management (HSE) at site for the activities to be carried out by them in accordance with requirements of BHEL / its customer. The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. It may be noted that non-compliance to HSE requirements will result in penal action. In case of violations of safety requirements, the contractor shall be liable for a penalty of Rs. 200/- for the first violation and Rs. 500/- for each subsequent violation. For serious lapses, as decided by BHEL Engineer, fines up to Rs. 5000/- at a time can be imposed. The amount towards penalties as above will be deducted from running bills of the Contractor. The amount so collected above will be utilized for supporting the safety activities at site. The decision of BHEL on above will be final and binding on the Contractor.
- 7.2 Besides provision with regard to SAFETY under Clause 9 of GCC, the contractor will be responsible for Health, Safety & Environment management at site for the materials handling activities to be carried out by them in accordance with requirements of BHEL /

its customer. The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good sanitary conditions in and around the site. All the work and plant operation must be carried out in the safest possible manner. The Engineer reserves the right to stop any process which, in the Engineer's opinion, is being performed dangerously. In this case the contractor must immediately adhere the requisite safety precautions and any delays attributed to the work stoppage on this account shall not affect the agreed contractual finishing dates. Some of the common safety rules to be followed during working are as follows: -

- 7.2.1 No outsider is allowed to enter construction area without permission.
- 7.2.2 Nobody is allowed to enter at construction site without Safety Shoe.
- 7.2.3 Never enter work area without Safety helmet & chin strap in place.
- 7.2.4 No climbing/working allowed without proper safety belt above 2m height.
- 7.2.5 Do not exceed the speed limit of 20 KMPH for vehicles within premises.
- 7.2.6 No debris obstacles to be allowed to be dumped on the roads & passages. Maintain record of all accidents / incidents. All accidents/incidents need to be reported to site In-charge & also need to be investigated (formats & procedure should be finalized).
- 7.2.7 Do not walk on pipelines or false ceiling. Maintain good Housekeeping at work site.
- 7.2.8 No photography / Videography shall be allowed without permission. Site Safety training to be imparted to all workers & plan to be made to cover each and every worker for this training.
- 7.2.9 All safety equipment must be of International standards & checked by safety officer before use.
- 7.2.10 Good Housekeeping, Separate waste bins to be used for flammable & non-flammable material.
- 7.2.11 Testing certificates for lifting tools & tackle and inspection at regular intervals, besides thorough inspection prior using the same.
- 7.2.12 Checking of tags of equipment like grinding machine, welding machine, gas cutting set etc., by supervisors before use.

## 8. The contractor shall comply with following towards social Accountability:

- 8.1 The contractor shall not employ any person 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.
- 8.2 The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
- 8.3 The contractor shall maintain Health & Safety requirement as stipulated in the contract and contract Labour (Regulation & Abolition) Act, 1970.

- 8.4 The contractor shall abide by UN convention w.r.t. Human Rights and shall be liable for Decimation/Corporal punishment for failure in meeting with relevant requirements.
- 8.5 The contractor shall abide the requirement of contract Labour (Regulation & Abolition) Act, 1970 for working hours.
- 8.6 The Contractor shall abide by the statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
- 8.7 The Contractor shall arrange potable drinking water to its employees & workers.

## 9. TOOLS AND PLANTS

- 9.1 All T&Ps, 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 his own cost in working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site/place 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.
- 9.2 All necessary lifting tackles, tools, wires ropes/slings of suitable capacities, distribution boards, wire ropes, hoses etc. including temporary air/water/electrical connections etc. required for his operation, shall have to be arranged by the contractor at his own cost and in sufficient numbers. Availability of Fitness certificates of all T&Ps and tools and tackles is essential before being put to use. All such equipment shall be approved by the Engineer, before these are actually used for the works. However such approvals shall not relieve the contractor of his responsibilities. Lifting equipment / material shifting vehicle, in case required, which will be normally required to be deployed by the contractor for the execution of this work is indicated in the Annexure-7. All the material handling equipment of the contractor shall have valid permit renewable from time to time for operation in working areas/project sites etc. and transportation in respective states. All supervision and labour required for maintenance and attending breakdowns shall be arranged by the contractor at his own cost.
- 9.3 Consolidation of ground and arrangement of sleepers/sand bag filling etc. for safe operation/movement of equipment including cranes/trailers etc. shall be the responsibility of the contractor at his cost.
- 9.4 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire rope, Manila rope, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.
- 9.5 BHEL shall have lien on all T&Ps & other equipment of the contractor brought to the site for the purpose of execution of contract. BHEL shall continue to hold the lien on all such items throughout the period of contract. The contractor and/or his Sub-contractors, without the prior written approval of the Engineer, shall not remove any material or equipment brought to the site.

- 9.6 The month wise T&P deployment plan to be submitted as per format (at Annexure-11) 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 T&Ps, 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.
- 9.7 Under this contract, the contractor shall deploy all the Tools and Plant required to completing the works for the total period of the contract including the extended period within the accepted rates.

## 10. LABOUR & SUPERVISORY STAFF

- 10.1 The contractor shall engage experienced supervisory staff and especially skilled labour e.g. Riggers crane-operators, Khalasis, etc. for works under this contract.
- 10.2 The supervisory staff employed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job. The contractor in general shall ensure that the works are carried out in a safe and proper manner and in coordination with the staff of BHEL & its customer, staff employed directly by BHEL or other contractors of BHEL or other agency.
- 10.3 It shall be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accident and damage to other equipment and personnel. The Contractor shall be liable for all accidents, damages etc. to personnel and equipment etc. during the execution of the work.
- 10.4 The work shall be executed under the usual conditions like rain, insufficient space, and improper approach roads etc. and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel. The contractor will coordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 10.5 The month wise man power deployment plan to be submitted as per format (at Annexure-11) 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 manpower, 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.

## 11. FACILITIES TO BE PROVIDED BY BHEL

- 11.1 BHEL shall provide limited open space for office free of rental charge. It is the responsibility of the contractor to construct sheds, provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Electricity for office will be provided at one point as decided by BHEL, further distribution will have to be made by the contractor at his own cost. The electricity shall be provided on free of cost basis to the contractor. Though the electricity will be provided on free of charge basis, the contractor shall ensure that there is no wastage. For this contractor will have to install Electricity Meter at his own cost. Periodical audits will be held to ensure that electricity

is being optimally used. In case any wastage is observed BHEL reserves the right to recover any charges / penalty as deemed fit to be decided by Engineer.

- 11.2 Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 11.3 On completion of work or as and when required by BHEL, all the temporary buildings, structures etc. in plant and in labour colony shall be dismantled and levelled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, it will be got done at his risk and cost, and expenses incurred shall be re-covered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.

## 12. TIME SCHEDULE

- 12.1 The contractor is required to commence the work within 15 days from the date of issue of letter of intent (LOI) unless BHEL decides to fix any other later date. However, BHEL Engineer will certify the actual date of start of work after adequate mobilization of manpower, material handling equipment and other T&P by the contractor.
- 12.2 Materials as covered within the scope of this tender are likely to be received in stages. The contract period shall be considered as 24 (Twenty Four) months from the date of issue of Letter of Intent. Most of the Material unloading work is expected to be completed in Eighteen month time. Manpower requirement (under Sr. No. 3 of rate schedule) is for a total period of 24 months. If the completion of work as detailed in these specifications gets delayed beyond the end of contract period (for the delay not attributable to the contractor), then depending on the balance works, BHEL at its discretion may extend the contract on existing terms and conditions for a further period of Six Months. The manpower and T&P deployment required during extended period will be mutually discussed & finalised. The scope of work under this contract is deemed to be completed, when so certified by the Engineer.
- 12.3 In case the work is completed before the contractual period of 24 months, BHEL at its discretion will close the contract and no compensation is payable to contractor.

## 13. TAXES, DUTIES AND OCTROI CHARGES

- 13.1 TDS under income Tax, sales Tax, VAT and surcharge etc., if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / authorities is furnished.
- 13.2 Price quoted shall be inclusive of all taxes, duties & any other charges except 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. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project.

## 14. TERMS OF PAYMENT

- 14.1 The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
- 14.2 Contractor shall also submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.
- 14.3 Shortage/damage reports on BHEL's standard materials management forms to be submitted.
- 14.4 Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site is entitled for payment as explained hereunder:
- 14.4.1 For Item No.1 OF RATE SCHEDULE: 85% (Eighty five per cent) payment for the executed quantities (pro rata basis) along with the service tax (if applicable) on invoice value shall be released after the materials are unloaded, shifted & stacked at project stores / open yard and verified as per LR / LWB / box packing slip subject to furnishing of following information along with the bill.
- 14.4.1.1 Material unloading: quantity of material for each consignment.
- 14.4.1.2 Shortage report / open delivery taken with respect to LR / LWB, if any and acceptance thereof by transporters in respect of above shortage / open delivery.
- 14.4.1.3 Weights of the materials handled duly certified by the Engineer.
- 14.4.2 For the Item No.2 of RATE SCHEDULE, 85% (Eighty Five Percent) payment for the executed quantities (pro rata basis) along with the service tax (if applicable) on invoice value shall be released after the materials are relocated / restacked / Shifted on the instructions of BHEL Engineer and the weights to be indicated.
- 14.4.3 For Item No.1 & 2 OF RATE SCHEDULE: 10% (Ten) of the amount withheld (pro rata basis) against earlier bills will be released after a period of 6 months and balance 5% (Five) payment shall be released (Pro rata basis) along with the final bill to be submitted at the end of completion of contract.
- 14.4.4 For Item No. 3 OF RATES SCHEDULE: 90% (Ninety Percent) payment for the executed quantities (pro rata basis) shall be released on submission of monthly bills along with the following documents:
- 14.4.4.1 Attendance sheet duly certified by BHEL Engineer and Wage Register for the month duly signed by the Contractor or his authorised representative.
- 14.4.4.2 ESI & PF statements
- 14.4.4.3 ESI & PF Challans
- 14.4.4.4 Any other statutory documents as required by the acts / regulations formulated by State or Central government or Local bodies for the employment of Labour.

- 14.4.4.5 Any other documents as required by Finance department of BHEL for passing monthly bills of Contractor.
- 14.4.5 For Item No. 3 OF RATE SCHEDULE: 10% (Ten per cent) of the amount withheld (pro rata basis) against earlier bills shall be released along with the final bill to be submitted at the end of completion of contract.
- 14.4.6 The payment for the first running bill will be released only after production of copies of following:
- PF Registration / Membership certificate
  - Workmen compensation insurance policy
  - Labour licence if applicable (form V till Licence is issued).

## 15. RATE SCHEDULE

- 15.1 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.
- 15.2 The Contractor shall quote the rates 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/erasures/over writing shall be done.
- 15.3 Quantities mentioned in the rate schedules are approximate only and liable for variation. The actual quantities executed will be considered for payment. The quantities indicated against each item may vary to any extent and no revision in rates will be considered.
- 15.4 The rates entered in the work order/ rate schedule are intended to provide for the work duly and properly completed in accordance with the conditions of tender/contract. The rates accepted shall be deemed to have included all incidental charges or contingencies, which may have not been specifically provided for in the tender.
- 15.5 The bidders are required to quote for all the items of the rate schedule.
- 15.6 Price quoted shall be FIRM and valid throughout the contract period including extension period, if any and no claim for enhancement/escalation on any ground whatsoever will be entertained and considered..

## 16. OTHERS:

- 16.1 The contractor in the event of this work awarded to him, shall post an authorized, responsible person who should hold a valid power of attorney.
- 16.2 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.
- 16.3 Security Deposit: - The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per Clause No.29.2 of the Instructions to Bidders (ITB).

- 16.4 In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Proforma given in Annexure 14 to this tender and also that the BG should be issued preferably through any of the Member Banks listed in annexure 14. In case the BG is through any other Nationalized Bank (Not covered in the list of Member Banks), the discretion of its acceptance shall lie solely with BHEL.
- 16.5 The contractor shall be in possession of necessary documents viz. ESI & PF registration form, Workman's Compensation Insurance, Police Verification of Workers, Labour Registration form of workers employed by contractor for this work (including those who will exclusively work for BHEL), Individual ESI IDs of all workers, PF Statement of Workers, Indemnity Bond etc. as required by BHEL's regulations as well as regulations of our client i.e. NTPC Limited before he starts work. The contractor for this purpose shall make necessary arrangement well in time. These permits must be kept at the job site at all times and the contractor is to ensure that his personnel if any shall not enter site without a valid permit.

## 17.INSURANCE

- 17.1 Besides provisions under Clause No. 11 of GCC regarding insurance, the following shall also be applicable. The contractor shall also take care of the same while submitting their offer.
- 17.2 Insurance for all materials pertaining to the Contractor (T&Ps, Construction Materials etc.) during transit, storage and during construction shall be in his (Contractor's) scope.
- 17.3 The Contractor shall provide insurance cover to all persons employed/engaged by him (including manpower provided to BHEL as per Item No. 3 of Rate Schedule) throughout the period of Contract, including the extended period, if any.

ANNEXURE-1

## PROVISIONAL LIST OF MATERIALS TO BE HANDLED

The Information given below is **very tentative and not complete**. Only a few of the typical components are listed below to give a general idea to the bidder. The weights and quantities shown are approximate and are liable to vary.

Sl. NO.	ITEM DESCRIPTION	UOM	QTY.	Weight of Single Unit (in Kgs.)	Total Weight (in Kgs.)
1	ELECTRONIC / ELECTRICAL PANELS	NOS.	350	500	175000
2	HMI SYSTEM				
	2.01 NETWORK PANELS	NOS.	13	500	6500
	2.02 POWER DISTRIBUTION PANEL CUM LINKS	NOS.	4	500	2000
	2.06 LARGE VIDEO SCREEN	NOS.	24	400	9600
	2.07 COMPUTERS	NOS.	114	80	9120
	2.08 PRINTERS	NOS.	22	80	1760
	2.10 MISCELLANEOUS COMPUTER HARDWARES	NOS.	76	50	3800
	2.18 UTP Cables	SET	5	300	1500
	2.19 OFC Cable	SET	1	1000	1000
3	FURNITURES				
	3.01 CENTRAL CONTROL DESK of 7Meter Length	NOS.	4	500	2000
	3.02 CONTROL DESK of 2Meter Length	NOS.	1	500	500
	3.03 CONTROL DESK of 3Meter Length	NOS.	1	500	500
	3.04 PC RACK	SET	4	500	2000
	3.05 COMPUTER TABLE	NOS.	9	200	1800
	3.06 CHAIRS	NOS.	56	50	2800
	3.07 WORKSTATION FURNITURE	SET	1	1000	1000
	3.08 PRINTER TABLE	SET	1	1000	1000
	3.09 ALMIRAHs	NOS.	12	250	3000
	3.10 LOCKER SET	NOS.	10	500	5000
	3.11 KEY PAD	NOS.	10	100	1000
4	UPS and 24V DC POWER SUPPLY SYSTEM				
	4.01 UPS (CONSISTING OF INVERTER, CHARGER, SCVS, ACDB, 1 NO. CELL BOOSTER)	SET	1	3600	3600
	4.02 MINI UPS FOR WORKSTATIONS AT VARIOUS LOCATIONS	SET	1	2000	2000
	4.03 24V DC POWER SUPPLY SYSTEM FOR DCS PANELS (CONSISTING OF CHARGER, Ni-Cd BATTERY BANK, DCDB AND 1 NO. OF DISCHARGE RESISTANCE BANK.)	SET	10	4500	45000
5	MASTER AND SLAVE CLOCK SYSTEM	SET	1	2500	2500
6	TURBINE SUPERVISORY SYSTEM (TSS)	SET	4	250	1000
7	FURNACE FLAME CAMERA SYSTEM	SET	4	1000	4000

Sl. NO.	ITEM DESCRIPTION	UOM	QTY.	Weight of Single Unit (in Kgs.)	Total Weight (in Kgs.)
8	TUBE THICKNESS MEASUREMENT WITH DATA LOGGER	SET	1	250	250
9	ONLINE COAL FLOW MEASUREMENT SYSTEM	SET	1	1000	1000
10	PROCESS MEASURING INSTRUMENTS	SET	1	7000	7000
11	SOLENOID VALVES	SET	1	250	250
12	INSTRUMENTATION CABLES	SET	1	60000	60000
13	CONTROL CABLES	SET	1	25000	25000
14	LT POWER CABLES	SET	1	100000	100000
15	JUNCTION BOXES	SET	1	6000	6000
16	CABLE TRAYS	SET	1	60000	60000
17	CONDUITS	SET	1	90000	90000
18	IMPULSE PIPE	SET	1	10000	10000
19	PADO AND OTHER DIAGNOSTIC SOFTWARE	SET	2	1000	2000
20	TOOLS AND TACKLES	SET	1	1000	1000
21	CABLE GLANDS	SET	5	1000	5000
22	ERECTION MATERIAL	SET	5	1000	5000
23	MANDATORY SPARES	SET	1	2000	2000

## Notes:

1. UOM: Unit of Measurement
2. QTY.: Quantity
3. Dimensions (in mm) of the Electronic panel when packed as single cubicle will be 950X1050X2700 (approx.). However panels may be packed as single cubicle or as suite of two/three/five cubicles.

ANNEXURE-2

## OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No.: .....

Date: .....

To,

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

Dear Sir,

**Sub:** Submission of Offer against Tender Reference No.: .....Dated .....

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

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

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

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

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

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

**Authorised Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

ANNEXURE-3

## NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub: **No Deviation Certificate**

Ref: 1) NIT/Tender Reference No.: ..... Dated .....

2) All other pertinent issues till date.

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

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

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions and acceptance to Reverse Auctioning process.

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

Thanking you,

Yours faithfully,

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

ANNEXURE-4DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)  
-----

To,

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

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**Ref: 1) NIT/Tender Reference No: .....,  
2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Place:

ANNEXURE-5**DECLARATION FOR RELATION IN BHEL**

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

-----

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Reference No.: ..... Dated .....

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

**Tick (√) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

ANNEXURE-6

## NON – DISCLOSURE AGREEMENT MEMORANDUM OF UNDERSTANDING

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

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:

- 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 who shall not be in the business interest of BHEL EDN.

*Bidder's Name and Address*

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

Place:

Date:

ANNEXURE-7

**INDICATIVE LIST OF MAJOR T&P's TO BE PROVIDED BY CONTRACTOR FOR  
EXECUTION OF TENDERED WORKS**

Sl. NO.	EQUIPMENT/CAPACITY	QUANTITY
1	HYDRA 8 MT (to be arranged on as required basis)	1
2	HAND TROLLEY	1
3	SLINGS UPTO 10 MT CAPACITY	As Required
4	CHAIN PULLEY BLOCKS 5T & 10 T	1 NO. EACH
5	Fitters Tool Kit	As Required

**Notes:**

The above list specifies only major T&Ps (may not be complete) to be deployed by the contractor and is based on minimum requirement. All additional / other tools and plants including suitable capacity D shackles, slings, mechanical jacks etc., which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.

ANNEXURE-8

## FINANCIAL VIABILITY

Sl. No.	Description	Details / Comments
1	<i>Owner's Capital in the business (in case of partnership, please mention percentage shares and amounts.)</i>	
2	<i>Quantum of business done during last three financial years</i>	
	a. INR:	
	b. INR:	
	c. INR:	
3	<i>Value of fixed Assets of the business in the last three financial years.</i>	
	a. INR:	
	b. INR:	
	c. INR:	
4	<i>Guarantee Limits (If any) enjoyed by the firm</i>	
5	<i>Over draft limits (if any) enjoyed by the firm</i>	
6	<i>Please enclose audited profit and loss account and balance sheet for last 3 years (indicated no. of sheets).</i>	
7	<i>Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the bidder enjoys.</i>	

*Bidder's Name and Address*

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

Place:

Date:

ANNEXURE-9

## ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

Sl. No.	Agency by whom Awarded	Location of Project	Capacity & Unit Nos.	Scope of Work	Date of Award	Contract Value
1	2	3	4	5	6	7

%age of 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 Engineers & Supervisors deployed at peak	Details of major T&P like Hydra, Hydraulic Jack and Hand Trolley supplied		Consumables supplied	
				By Contractor	By other Agency	By contractor	By other Agency
8	9	10	11	12	13	14	15

Note: All the above entries should be supported by Documentary evidences.

Attach separate sheet, if necessary.

*Bidder's Name and Address*

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

Place:

Date:

**ANNEXURE-10****STATUS OF TOOLS & PLANTS**

Sl. 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
1	2	3	4	5	6	7

Note: Attach separate sheet, if necessary.

*Bidder's Name and Address*

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

Place:

Date:

ANNEXURE-11

## MONTH WISE MANPOWER AND T&amp;P DEPLOYMENT PLAN

Sl. No.	Description of Workmen and T&P	Month (Indicate No. of Persons and T&Ps to be deployed in each month)				
		1st	2nd	3rd	4th	and so on
1						
2						
3						
.						
.						
.						
TOTAL						

Note: Attach separate sheet, if necessary.

*Bidder's Name and Address*

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

Place:

Date:

ANNEXURE-12

## ANALYSIS OF UNIT RATE QUOTED

Sl. No.	Description	Percentage of the Unit Rate Quoted	Remarks
1	Salary/Wages For Staff & Workers		
2	Consumables		
3	Depreciation & Maintenance for T&P		
4	Depreciation and Administration Expenses of site Over Heads		
5	Profit		

*Bidder's Name and Address*

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

Place:

Date:

ANNEXURE-13

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**  
 (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

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

Dear Sir,

**Sub:** Declaration by Authorised Signatory

**Ref:** 1) NIT/Tender Reference No.: .....,

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Place:

Date:

Enclosed: Power of Attorney (if Applicable)

ANNEXURE-14**BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G.NO.

Date:

THIS DEED OF GUARANTEE made and executed on the.....day of..... [Year], by the.....[bank name, address] registered under the Companies Act 1956/Nationalized Bank constituted under the Banking companies[acquisition and transfer of undertakings] Act constituted under the State Bank of India Act/Subsidiary Banks Act, having its registered/head office at..... represented herein by its Branch Manager/authorised representative Sri..... & Sri..... hereinafter called the 'Guarantor' [Which term shall mean and include its successors and assigns]:

**IN FAVOUR OF**

**BHARAT HEAVY ELECTRICALS LIMITED** [Buyers' name], a company registered under the companies Act, 1956 having its registered office at BHEL House Siri Fort, New Delhi-110 049. and its Electronics Division at Mysore Road, Bangalore-26 [hereinafter referred to as the 'Company' which term shall include its successors and assigns]:

Whereas the Company has placed an order on. . . . . [State the name of the Company/ firm and its address] hereinafter referred to as the 'Contractor' [Which term shall mean and include its liquidators, successors and assign] for the supply of service under order/Contract to be issued by the company.

AND WHEREAS the Contractor has agreed to carry out the Works as detailed and in accordance with the terms set out in the said order/contract.

AND WHEREAS the contract interalia provides that the Contractor shall furnish a Bank Guarantee in favor of the Company By a reputed Bank for a sum of Rs.....(Rupees.....) towards Security Deposit for Service rendered to him and for due and faithful performance of the contract in the manner and form specified therein.

AND WHEREAS the Contractor, M/s.....is a customer of the 'Guarantor' and has approached the 'Guarantor' to furnish on their behalf an irrevocable guarantee for a sum of Rs..... (Rupees.....) in favor of the Company for a period of.....year commencing from.....to..... as Security for the services to be issued by the Company to the Contractor during the currency of this guarantee.

AND WHEREAS the Guarantor has agreed to furnish a guarantee for the said sum of Rs..... (Rupees.....) for a period .....year commencing from.....to..... in favor 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 company is as follows:-

1] 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.....[in Words] ..... against any loss or damage caused to or suffered by the Company by reasons of any breach of the terms of the said order/contract/ Agreement by the contractor.

2] The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the contractor of any terms contained in the said order/contract. Any such demand made on

the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor/contractor admits or denies.

3] THE Guarantor further agrees that the Agreement herein contained shall remain in force and effect till all the supplies to be made/Works to be performed/services to be rendered under the said order/contract/agreement are completed to the entire satisfaction of the Company or till the company certified that the terms and conditions of the said order/contract/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on the Guarantor in Writing on or before. . . . . [Date], the guarantor shall be discharged from all liability under this guarantee thereafter.

4] The guarantor further agrees with the Company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order/contract/agreement or extend the time of performance by the said contractor from time to time or refrain from exercising the power exercisable by the company against the said contractor or to forbear or omit to enforce any of the terms and conditions relating to the said order/contract agreement, and the guarantee not be relieved of its liability in whole or in part, by reason of any act, commission or forbearance on the part of the Company or by reason of any such variation, or extension being granted to the said contractor or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.

5] The Guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.

6] Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs .....The guarantee shall be in force till its expiry on.....Unless a demand is made on the Guarantor within six months from the date of expiry i.e., on \_\_\_\_\_(date), all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the Guarantor, acting through it authorised representative has executed this deed of Guarantee on the day, month and year first above written.

[Seal of the bank to be affixed]

WITNESS

1.

2.

NOTE: THESE ARE INSTRUCTIONS FOR EXECUTING THE BG.

1. BG/ANY AMENDMENT TO BG SHOULD BE EXECUTED ON RS.100/ STAMP PAPER.
2. 6 MONTHS CLAIM PERIOD FROM THE DATE OF VALIDITY SHOULD BE GIVEN.

### List of Member Banks

1.	<b>State Bank of India</b> CAG Branch, 10 <sup>th</sup> Floor, Vijaya Building, Barakhamba Road, New Delhi – 110001.	8.	<b>Deutsche Bank</b> Tolstoy Marg, New Delhi – 110001.
2.	<b>Canara Bank</b> 74 Janpath, New Delhi – 110001.	9.	<b>Citi Bank N A</b> Jeevan Vihar Building, Sansad Mrg, New Delhi – 110001.
3.	<b>Punjab National Bank</b> 74, Janpath, New Delhi – 110001.	10.	<b>Standard Chartered Bank</b> H2 Block, Connaught Place, New Delhi – 110001.
4.	<b>State Bank of Hyderabad</b> Surya Kiran Building, K.G. Marg, New Delhi – 110001.	11.	<b>ICICI Bank Ltd.</b> ICICI Tower, Bisham Pitamah Marg, Pragati Vihar, New Delhi – 110001.
5.	<b>State Bank of Mysore</b> Antriksh Bhawan, K.G. Marg, New Delhi – 110001.	12.	<b>IDBI Bank Ltd</b> 19, K.G. Marg, Surya Kiran Building, New Delhi – 110001.
6.	<b>State Bank of Mysore</b> Industrial Finance Branch, 18, Ramanashree Arcade, M.G. Road, Bangalore – 560001.	13.	<b>HSBC Ltd</b> ECE House, 28, K.G. Marg, New Delhi – 110001.
7.	<b>State Bank of Travancore</b> Travancore House, IF Branch, K.G. Marg, New Delhi – 110001.	14.	<b>Bank of Baroda</b> Corporate Banking Branch, 11 <sup>th</sup> Floor, BOB Building, Sansad Marg, New Delhi – 110001.
BGs From any other branches of above mentioned banks are acceptable.			

ANNEXURE-15

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

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

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. .... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd., Electronics Division, Mysore Road, Bangalore - 560026, in connection with

.....  
 .....

..... vide Tender Reference No. : \_\_\_\_\_, dated \_\_\_\_\_.

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

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

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

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

- 1.
- 2.

Notary Public

**ANNEXURE-16****FORMAT FOR CLAIM FOR REFUND OF SECURITY DEPOSIT**

Ref:

Date:

Sl. No.	Description	Details / Comments
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 on 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 behalf of contractor	
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)	

**CERTIFICATE TO BE FURNISHED BY CONTRACTOR**

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.

Seal and Signature with Date of  
Authorised representative of Contractor

Place:

Date:

## 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 Contractor

ANNEXURE-17

**FORMAT OF DECLARATION TO BE GIVEN WITH FINAL BILL**  
(To be typed and submitted on the Letter Head of the Company/Firm of Bidder)

Ref:

Date:

To,

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

**Kind Attention:** .....

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 unavailed 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/s .....hereby 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

**ANNEXURE-18****Electronic Funds Transfer (EFT) or Pay link 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:

Bank Name:

Bank Address:

Bank Telephone No:

Bank Account No:

Account Type: Savings/Cash Credit

9 Digit Code Number of Bank and branch  
appearing on MICR cheque issued by Bank

Bank swift Code(applicable for EFT only)

Bank IFSC code(applicable for RTGS)

Bank IFSC code(applicable for NEFT)

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.

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.

This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.

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:

Designation:

Company Seal

Telephone NO. with STD Code

**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 submit completed form along with a blank cancelled cheque or photocopy thereof with your offer.

ANNEXURE-19Terms & Conditions of Reverse Auction

Against this enquiry, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the Reverse Auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (That shall be furnished later) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

## 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	Phone No. (Office) & Fax No.	
3	Name & Designation of the official of the bidder to whom all the references shall be made.	
4	Bidder's Proposal No. & Date	
5	Offer Forwarding Letter (in the format as per Annexure-2).	Yes / No
6	No Deviation Certificate (in the format as per Annexure-3).	Yes / No
7	Declaration confirming knowledge about site conditions (in the format as per Annexure-4).	Yes / No
8	Whether EMD submitted (By cash / Pay order / Bank Draft)	Yes / No
9	Validity of offer / rates quoted for 90 days from the date of opening of Tender	Yes / No
10	Financial status as per Clause 31.1 of ITB (in the format as per Annexure-8)	Yes / No
11	Income tax Clearance Certificate as per Clause 31.2 of ITB	Yes / No
12	Details of Experience as per Clause 31.3 of ITB (in the format as per Annexure-9)	Yes / No
13	Month wise & Category wise manpower and T & P deployment plan as per Clause 31.4 of ITB (in the format as per Annexure-11)	Yes / No
14	Attested copy of Power of Attorney as per Clause 31.5 of ITB (in the format as per Annexure-15).	Yes / No
15	Details about type of the firm as per Clause 31.6 of ITB.	Yes / No

16	Status of T & P as per Clause 31.7 of ITB (in the format as per Annexure-10).	Yes / No
17	Analysis of unit rate quoted as per Clause 31.8 (in the format as per Annexure-12).	Yes / No
18	Declaration sheet as per Clause 31.9 (in the format as per Annexure-13).	Yes / No.
19	Latest Bankers Solvency Certificate	Yes / No.
20	Declaration for relation in BHEL (in the format as per Annexure-5).	Yes / No
21	Non-Disclosure Agreement MOU (in the format as per Annexure-6).	Yes / No
22	EFT Form (in the format as per Annexure-18).	Yes / No

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

Place:

Date:



**BHARAT HEAVY ELECTRICAL LIMITED**  
(A GOVERNMENT OF INDIA UNDERTAKING)  
EXTERNAL SERVICES DEPARTMENT  
ELECTRONICS DIVISION  
**P.B. NO.: 2606, MYSORE ROAD, BANGALORE-560 026.**

TENDER REF. NO.:CE/ES/2013-14/16/DADRIR&M/MH&M/GS

Date: 04.04.2014

## **PART-II**

### **PRICE BID**

**WORK:** Receiving materials at site as and when delivered, unloading from Trucks / Trailers / Containers, transportation/shifting to storage or any other area within NTPC Dadri plant premises, proper storage, checking the shipments and reporting missing/damaged items, cleaning, claim formalities with insurance agency, maintaining proper record of material, Conservation, Preservation, Re-stacking, issue of material, Furnishing of skilled and semi-skilled personnel for the exclusive use of BHEL and any other services as envisaged in this contract.

**PROJECT:** Complete Renovation & Modernisation of Control & Instrumentation System package at 4X210MW, Stage-I, NCPS (Thermal), NTPC Dadri, Gautam Budh Nagar, UTTAR PRADESH - 203 207.

### RATE SCHEDULE

Sl. No.	ITEM PARTICULARS	UOM	TOTAL QTY.	UNIT RATE (in Indian Rupees)	TOTAL AMOUNT (in Indian Rupees) In Figures	TOTAL AMOUNT (in Indian Rupees) In Words
1	Unloading, Verification, storage of materials.	Metric Ton	350			
2	Restacking of materials.	Metric Ton	300			
3	Providing experienced Manpower Assistance for Exclusive use of BHEL-EDN.					
3.1	SKILLED	Man Month	30			
3.2	SEMI-SKILLED	Man Month	100			
<b>TOTAL</b>						

NOTES: (These notes forms part of tender document and rate schedule)

1. All the quoted rates should be inclusive of all taxes except Service Tax.
2. Bidders should quote for all the items in Rate Schedule noncompliance to this may lead to rejection of offer.
3. The Rates shall be entered in figures as well as in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be

final. All entries shall be in English language. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.

4. Bidder's GRAND Total price shall be considered for evaluation unless stated otherwise.
5. Unless specifically mentioned otherwise in the tender document, the bidder shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, materials, levies, taxes(except service tax), transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule.
6. The quantities of the various items mentioned in this rate schedule are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, if any.

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

Place:

Date: