

# TENDER DOCUMENT

TENDER SPECIFICATION No : **BAP : ERN : BPSCL : TAPH : MECH : C : 221**

NAME OF WORK:

HANDLING AT SITE STORES / STORAGE YARD, TRANSPORTATION TO SITE OF WORK, DISMANTLING OF EXISTING TUBULAR AIRPREHEATER ( COLD END BLOCKS ONLY), ERECTION, TESTING AND COMMISSIONING OF NEW TUBULAR AIRPREHEATER BLOCKS (COLD ENDS ONLY) **IN UNIT- 7 & 8 (CPP), BOKARO POWER SUPPLY COMPANY (P) LTD., BOKARO STEEL PLANT, JHARKHAND** USING CONTRACTOR'S OWN TOOLS AND PLANTS, CRANES , CONSUMABLES, MANPOWER ETC

Issued to M/s. :

## PART – I ( TECHNICAL BID )



**ERECTION SERVICES DEPARTMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
( A Government of India Undertaking )  
BOILER AUXILIARIES PLANT  
INDIRA GANDHI INDUSTRIAL COMPLEX  
RANIPET – 632 406

**BHARAT HEAVY ELECTRICALS LIMITED**  
**BOILER AUXILIARIES PLANT**  
**RANIPET- 632406.**

**ERECTION SERVICES DEPARTMENT**

TENDER SPECIFICATION NO. : **BAP:ERN:BPSCL:TAPH:MECH:C:221**

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**MANAGER / ERECTION SERVICES**

**BHARAT HEAVY ELECTRICALS LIMITED  
BOILER AUXILIARIES PLANT  
RANIPET – 632 406**

**ERECTION SERVICES DEPARTMENT**

SPECIAL INSTRUCTIONS TO TENDERER

1. This Booklet consists of the scope and bill of quantities of the entire work etc.
2. The Tenderers are requested to go through the instructions contained in the documents attached fully and then quote in the Rate Schedule attached.
3. Tenderers are advised to go through the General conditions of contract, special conditions of the contract, tender specifications etc. and fully understand the scope of work before quoting. Any doubt in the documents should be got clarified from Erection Services Department of BHEL, Ranipet before submitting their offer.
4. Tenderers shall note that all consumables, tools & tackles and **all the required Cranes (except 8/10 MT Mobile crane) / Trucks / Trailors / Tractors etc.** are to be provided by the contractor.
5. **No advance payment towards mobilization of site operation** or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.
6. **The Tender Documents should be submitted duly signed and stamped in all the pages** of the Tender Specification, General conditions, special conditions, Annexures etc. by the Tenderer.
7. The Tenderer should mobilise maximum labour force only from local area of site work.
8. The undersigned is not bound to accept the lowest or any Tender and will have the right to reject any or all the Tenders without assigning any reason whatsoever.
9. **No special tools are envisaged to be provided by BHEL.**
10. Approval from statutory authorities like Pollution Control Board, Electricity Board, etc., will be obtained by the tenderer on his own cost and risk, if necessary.
11. These Tender Documents are not transferable.
12. Tender with all the required documents should be submitted so as to reach as per schedule given in the notice inviting tender and duly addressed to :  
**THE SR. DY. GENERAL MANAGER,  
ERECTION SERVICES DEPARTMENT,  
BHARAT HEAVY ELECTRICALS LIMITED,  
BOILER AUXILIARIES PLANT,  
RANIPET – 632 406.**  
Phone No.:04172 - 241171 / 254515  
E-mail : [cramiah@bhelrpt.co.in](mailto:cramiah@bhelrpt.co.in)

MANAGER / ERECTION SERVICES

**BHARAT HEAVY ELECTRICALS LIMITED**  
**BOILER AUXILIARIES PLANT, RANIPET- 632406.**  
**ERECTION SERVICES DEPARTMENT**

**NOTICE INVITING TENDER**

Sealed Tenders in TWO PARTS are invited from experienced bidders meeting Qualification Requirements (QR) for the work mentioned below. Points relevant to the tender are mentioned below and are to be complied with.

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1. TENDER SPECIFICATION NO. : **BAP:ERN:BPSCL:TAPH:MECH:C:221**
  2. **NAME OF THE WORK** : HANDLING AT SITE STORES / STORAGE YARD, TRANSPORTATION TO SITE OF WORK, DISMANTLING OF EXISTING TUBULAR AIRPREHEATER (COLD END BLOCKS ONLY), ERECTION, TESTING AND COMMISSIONING OF NEW TUBULAR AIRPREHEATER BLOCKS (COLD ENDS ONLY) IN **UNIT- 7 & 8 (CPP), BOKARO POWER SUPPLY COMPANY (P) LTD., BOKARO STEEL PLANT, JHARKHAND** USING CONTRACTOR'S OWN TOOLS AND PLANTS, CRANES , CONSUMABLES, MANPOWER ETC.
  3. **EARNEST MONEY DEPOSIT** : Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)
  4. SALE OF TENDER SPECIFICATION DOCUMENTS : **25.11.09 To 16.12.09**
  5. DUE DATE AND TIME FOR SUBMISSION OF OFFER : **16.12.2009 at 14.30 Hrs.**
  6. DATE & TIME OF OPENING OF TECHNICAL BID : **16.12.2009 at 15.00 Hrs.**  
*(Please obtain updated information from the website about the latest applicable dates.)*
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7. **EARNEST MONEY DEPOSIT (EMD)** : EVERY TENDER MUST BE ACCOMPANIED BY THE PRESCRIBED AMOUNT OF EARNEST MONEY DEPOSIT. EARNEST MONEY DEPOSIT (EMD) **shall be remitted along with the tender in the form of pay order or DEMAND DRAFT only drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at RANIPET.** EMD in the form of bank guarantee / fixed deposit receipt or in any other form **will not be accepted.**
  8. **Tender that is not accompanied by the requisite EMD amount is liable to be summarily rejected.**
  9. Tenderers whose technical bids are found acceptable to BHEL will be intimated separately about the status of their offers and the date of opening of Price Bids.
  10. Tender specification documents with complete details are hosted in web page ([www.bhel.com](http://www.bhel.com)). Bidders can directly download the same and use for submission of offer. Tender document charges shall be paid to BHEL along with or before submission of offer.
  11. Interested bidders may alternately collect hard copy of tender specification documents from Erection Services Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) within the sale period on payment of tender document charges.
  12. **Tender specification document charges (Non-refundable)** : Rs.2000/- by DD in favour of BHEL payable at Ranipet or by Cash. Courier /Postal charges will be Rs.500 extra if tender specification documents are requested through courier/post. The tender documents are not transferable.

## NOTICE INVITING TENDER

13. BHEL will not take any responsibility for delay/loss of documents or correspondence sent by courier/post.
14. Acceptance of any tender shall be subject to the approval by BHEL's Customer.
15. BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
16. Dates of price bid opening will be intimated to the qualified bidders later.
17. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web page ([www.bhel.com](http://www.bhel.com) > **Tender notifications** > **view corrigendum**) only and not in the news paper. Bidders shall keep themselves updated with all the such developments.
18. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.
19. BHEL will operate CPSE purchase preference policy as applicable.
20. **Qualification Requirements (QR) :**  
Bidders shall essentially meet all the qualifying requirements a & b as under:

- a. Bidder must have successfully executed Erection and Commissioning / Renovation and Modernisation (R&M) of Air Preheater (APH) in atleast one Unit of 55 MW or higher rated thermal power plant in the last seven years as on 31.10.2009.

**(OR)**

Bidder must have successfully executed Erection and Commissioning work in industries like steel plants, Refineries, Cement plants, Thermal Power plants, Captive power plants etc. which includes erection of atleast one Air Preheater in the last seven years as on 31.10.2009 as follows.

- (i) One work of atleast Rs.60.82 lakhs in a single work order.
- (ii) Two works of atleast Rs.38.00 Lakhs each..
- (iii) Three works of atleast Rs.30.40 Lakhs each.

**(AND)**

- b. Bidders must have achieved minimum average annual financial turn over of Rs.22.81 lakhs during the last three financial years (FY) ending on 31/03//2009.

**Fulfillment of qualifying requirements: A bidder must satisfy all the qualifying requirements enumerated as a & b above for this tender concurrently in order to get qualified.**

21. **Supporting documents for QR:**

**Bidder shall submit documents in support of possessing qualifying requirements as under, duly self certified and stamped by the authorized signatory.**

- (i) List of jobs done with the name of the project, Owner of the project, Name of the customer, Work order reference No and date, brief details of jobs, executed value, date of start, date of completion.
- (ii) Photocopies of work orders issued by the Customer containing details of bill of quantities/schedule of rates and certificates for proof of satisfactory completion of work.
- (iii) Photo copies of profit and loss account accompanied by relevant schedules for turn over figures.

## NOTICE INVITING TENDER

**22. Tender Specification Document Cost and Courier/postal Charges :**

Charges for Tender Specification document @ Rs.2000/- per Tender Specification and Courier/Postal Charges @ Rs.500/- per Tender Specification shall be paid by Account Payee Demand Draft in favour of “Bharat Heavy Electricals” payable at Ranipet or in Cash at the cash counter of BAP/Ranipet. Courier/Postal Charges shall be paid in case of request for dispatch of Tender Specification documents by the bidder. In the case of downloading of the Tender Specification documents etc. from the web page, the bidder shall remit the tender document charges (Rs.2000/-) positively along with or before submission of offer.

**23. Seeking clarification on Tender Specification :** Clarifications on tender specification if any may be sought by the bidders so as to reach this office at least seven days before the last date for tender submission. BHEL shall not be responsible for receipt of queries after the due date for seeking of clarification due to postal delay.

24. BHEL may decide holding pre-bid conference (PBC) with any /all intending bidders. On such communication from BHEL, the bidder shall ensure participation in the same at the appointed time, date and place as may be decided by BHEL. Any clarification/query received after the pre-bid conference shall not be entertained.

25. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.

26. Offers received with any deviation or without relevant information are liable to be rejected.

27. Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected.

28. The tender offer should be kept valid for 180 days from the date of bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.

**29. Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.

**30. REVERSE AUCTION:** BHEL Reserves the right to adopt the process of **Reverse Auction** (ON LINE BIDDING on INTERNET) among the bidders who are found to be qualified on the basis of technical bid. Refer the **General Terms and Conditions of reverse auction** in SECTION-VIII. No extension of time on this account will be entertained for bid submission.

MANAGER / ERECTION SERVICES

RANIPET  
DATE :

**BHARAT HEAVY ELECTRICALS LIMITED**  
BOILER AUXILIARIES PLANT  
RANIPET- 632406.  
**ERECTION SERVICES DEPARTMENT**

**PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

THE TENDERER MUST SUBMIT THEIR TENDER IN TWO PARTS IN SEPARATE SEALED COVERS PROMINENTLY SUPERSCRIBED AS PART-I TECHNICAL BID AND PART-II PRICE BID AND ALSO INDICATING ON EACH OF THE COVERS THE TENDER SPECIFICATION NUMBER AND DUE DATE AND TIME OF SUBMISSION AS MENTIONED IN THE TENDER NOTICE..

**PART-I (TECHNICAL BID) COVER-I :**

Excepting Rate Schedule, all other schedules , data sheets and details called for in the specification shall be enclosed in Part-I “Technical Bid”.

**PART-II (PRICE BID) COVER-II :**

All indications of price shall be given in this part-II “Price Bid” only.

THESE TWO COVERS I & II (PART-I AND PART-II) SHALL TOGETHER BE ENCLOSED IN A **THIRD ENVELOPE (COVER-III)** ALONG WITH REQUISITE EMD AS MENTIONED IN THE NOTICE INVITING TENDER AND THIS SEALED COVER SHALL BE SUPERSCRIBED AND SUBMITTED TO SDGM/ERECTION SERVICES AT THE ADDRESS GIVEN IN “Special Instructions to Tenderers” ON OR BEFORE THE DUE DATE.

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**OFFER OF CONTRACTOR**

To

**The Senior Deputy General Manager** (Erection Services),  
 Bharat Heavy Electricals Limited,  
 Boiler Auxiliaries Plant,  
 Indira Gandhi Industrial Complex,  
 RANIPET –632 406. (TAMIL NADU).  
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Sir,

I/We hereby offer to carry out the work detailed in the Tender Specification NO.BAP:ERN:BPSCL:TAPH:MECH:C:221 issued by M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Ranipet in accordance with the terms and conditions thereof:

I/ we have carefully pursued the following documents connected with the above work and agree to abide by the same.

- a. General terms and conditions of work (ES: F:032)
- b. Statutory requirement of Contract (ES: F:009)
- c. Special conditions of Contract for Mechanical works (ERN: MECH:SPN:TAPH)
- d. Tender Specification no. BAP: ERN:BPSCL:TAPH:MECH:C:221
- e. Special Instructions to Tenderer
- f. General terms and conditions of Reverse Auction.
- h. Other sections, appendices, schedules and drawing.

I/We have deposited / forwarded herewith the Earnest Money Deposit in the form prescribed and as stipulated in Clause No.1.4. of the General Conditions of Contract for Works towards the Earnest Money Deposit for a sum of **Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only )** vide Pay Order No.....Dt..... 2009 / Demand Draft No.....dt..... 2009 which shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit such additional sum, within the stipulated time as may be indicated by BHEL, which along with the sum of **Rs.1,50,000/-** mentioned above, shall make up the Security Deposit for the work as provided for in clause 1.8.2 of the General Conditions of Contract for Works.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as indicated in the Annexure enclosed thereto.

**SIGNATURE OF TENDERER:**

Place:

ADDRESS:

Date:

**WITNESSES WITH FULL ADDRESS**

	SIGNATURE	NAME	ADDRESS
1)			
2)			
3)			

**TENDER SPECIFICATION NO. : BAP:ERN:BPSCL:TAPH:MECH:C:221**

**PROJECT INFORMATION**

1. Purchaser and Owner : M/s.BOKARO POWER SUPPLY COMPANY (P) LTD,  
( A Joint Venture of SAIL & DVC )
2. Location : Inside the premises of BOKARO STEEL PLANT  
UNIT – 7&8 of C.P.P  
BOKARO STEEL CITY – 827 001
3. Nearest Railway station : Bokaro Rly Station
4. Air Quality : Dusty – Steel Plant conditions

Before offering his/her/their tender, the Tenderer has to thoroughly acquaint with the site conditions with reference to Operating procedures inside the plant, HSE rules prevailing in the plant, site interference problems, movement of cranes / derricks etc. in the store yard / work site during material handling, erection etc. No compensation or revision of rates will be entertained at a later date for not having proper knowledge of the site conditions.

O-o-o-o-o-o-o-o-o-o-O

**TENDER SPECIFICATION NO. BAP:ERN:BPSCL:TAPH:MECH:C:221**

**1.0 SCOPE OF WORK** : The scope of work includes **Dismantling** of COLD END HEATING ELEMENT BLOCKS of existing TUBULAR AIR PREHEATER, **Handling** at customer storage yard and **transportation** of new **COLD END HEATING ELEMENT BLOCKS** of **TUBULAR AIR PREHEATER (TAPH)** to site of erection, **erection** of new TAPH blocks , testing and commissioning in **Unit-7&8 (CPP)** for M/s.BOKARO POWER SUPPLY COMPANY (P) LTD, inside BOKARO STEEL PLANT using contractor's own tools and plants, cranes, material handling equipment, consumables, manpower etc. The detailed scope of work is further explained below

- 1.1** M/s BPSCL have placed an order on BHEL for supply and replacement of existing Cold End Heating Element Blocks of TAPH in unit-7&8 (CPP BOILER). It is to be noted that the Hot End Heating Blocks **are not to be disturbed** during erection work.
- 1.2** The cold end blocks of the TAPH will be supplied as 4 (four) Heating Element assemblies per pass and each weighing about **21.00 MT**. There are two passes in the flue gas path of each unit and hence a total of **8 (eight) Heating element blocks/ assemblies** are to be replaced in each Unit.
- 1.3** **The heaviest single component to be dismantled / erected is around 21.00 MT. Refer to the attached a) drawing and b) list of new materials supplied by BHEL for details.**
- 1.4** After taking shutdown of the Unit, BHEL's client will remove the insulation from the TAPH and associated ducts which require to be dismantled. Hence, dismantling of insulation is not in the scope of work of the contractor.
- 1.5** The scope of dismantling of the existing cold end heating element blocks (8 Nos), includes dismantling of (a) the inlet, outlet and interconnecting ducts of the cold end blocks of TAPH, (b) platforms and bracings which interfere during dismantling/ erection, (c) lower and upper barriers etc.
- 1.6** The work involves fabrication and erection of temporary structures, platforms, supports etc. from beams, channels, plates etc for dismantling and erection of blocks. The temporary structures etc. erected shall be removed after completion of work at no extra cost. The materials like beams, channels etc will be supplied by BHEL.
- 1.7** Adequate quantity of winches, steel ropes, pulleys etc shall be arranged by the contractor for safe dismantling and erection.
- 1.8** After dismantling of the existing heating element blocks, the same shall be transported to the clients scrap yard.
- 1.9** **Erection of new heating element blocks** includes handling of the blocks and other components at storage yard and transportation to site of erection. The top of supports etc on which the blocks are to be placed shall be properly finished by grinding etc. to the satisfaction of BHEL.
- 1.10** Being a retrofitting job, any work like cutting/grinding etc. of supplied materials/existing materials to suit to site conditions shall form part of the erection work and no extra charges will be paid on this account..
- 1.11** Existing inspection doors, expansion joints etc. shall be re-erected after erection of new blocks.

- 1.12** Re-erection of dismantled ducts, platforms, structures etc. is in the scope of contractor.
- 1.13** Grinding of tube ends (where it is welded to top plate) may be required to fix the “Protective Inserts”. This work has to be carried out by the contractor at no extra cost. The contractor shall ensure before erection that all the tubes are made suitable for fixing of “Protective Inserts”.
- 1.14** If the existing seal plates, fixing plates, duct plates etc. are not re-useable, the same shall be fabricated (from materials supplied by BHEL). The rates quoted shall be inclusive of all such works.
- 1.15** After completion of TAPH replacement, all the materials/equipments removed/shifted shall be re-installed/re-erected/placed back in their original locations or at locations as instructed by BHEL.
- 1.16** Trial-run, testing & commissioning of the entire system within the contract time and to the entire satisfaction of the customer and BHEL forms part of the work.
- 2.0** The terminal points decided by BHEL shall be final and binding on the tenderer for deciding the scope of work and effecting payment for the work done.
- 3.0** The work is to be carried out requires shutdown of running plant and the relevant works have to be completed within such planned shutdown. This will call for working with enhanced resources and extended hours (including round the clock). The tenderer shall consider all such contingencies in their offer.
- 4.0** It may be noted that **BHEL shall not provide** cranes ( except 8/10 mobile crane) , trailers / trucks / tractors, tools and plants for execution of work. All required resources are to be arranged by tenderer only. BHEL’s client will provide only 8/10 MT free of cost. Higher capacity cranes required, if any, are to be arranged by the contractor.
- 5.0** Required construction power and water to site shall be provided by BHEL on FREE OF CHARGE at one point only. Necessary power cabling from the source to distribution boards, etc., shall be provided by the tenderer at his cost.
- 6.0** The tenderer shall visit the site of work before quoting for this work and take note of the site conditions, possible interferences for erection work as well as for the movement of cranes and also for hook up of the equipments. The tenderer shall also acquire knowledge of prevailing rules and regulations of **M/s BSP, SAIL’s Health, Environment and Safety (HSE) procedures, project site rules**, prevailing labour laws enforced by local authorities, labour regulations, movement of labour / vehicles inside the plant area, time keeping systems etc., in force and other local political conditions before submission of offer. No payment shall be made extra for not having adequate knowledge about the site conditions or for any extra work on the account of existing site constraints.
- 7.0** All working personnel should obtain proper safety certificates issued by BPSCL before start of work.
- 8.0** **It is the responsibility of the contractor to obtain the required labour license from the appropriate authorities before commencement of work.**
- 9.0** The area is very hazardous, workmen have to work with all safety precautions. SECTION-VII attached to this tender specification gives some of the details of safety instructions to be adhered to by contractors working in BPSCL Plants. Strict compliance of all safety instructions shall be ensured by the contractor. All safety appliances of reputed make are to be provided by the

contractor to their workmen in the presence of AGM(P&A) and Safety Officer of BPSCL. The list of make of safety appliances shall be as per the instructions of the Safety Officer of BPSCL.

- 10.0** Violation of safety will be penalized as per the safety instructions in SECTION-VII.
- 11.0** **The contractor has to pay Rs.4/- extra to working persons as per BPSCL rules over and above the minimum wage of one day.**
- 12.0** The contractor has to pay their workmen as per circular/notification published by the State Government in regard to rates of **VDA in vogue**. Any increase in the rates of VDA shall be absorbed by the contractor.
- 13.0** **SITE LOCATION** : The site of work is inside the **Bokaro Steel Plant of M/s. SAIL**. The Unit-7&8 CPP Boiler is in operation presently.
- 14.0** **No advance payment towards mobilization of site operation** or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.
- 15.0** The contractor shall comply with all State/Central Laws, Statutory Rules, Regulations etc. inclusive of those regarding Labour and Industrial Laws which are applicable from time to time and shall comply with the provision of the same Labour Legislation, Rules and Regulations framed under the provision of Employees' Provident Fund and Miscellaneous Provision Act 1952, ESI registration, Labour License etc..
- 16.0** The tenderer shall specify the **Provident Fund Code / ESI Number** allotted to their firm by the Provident Fund authorities for engagement of labour for this tendered **work or otherwise shall obtain PF Code/ESI No. from respective Authorities** before finalisation of the tender.
- 17.0** The tenderer shall arrange to print all materials management forms, daily labour progress reports, and all other forms & reports etc., as indicated / instructed by BHEL and customer's HSE plan and project site rules.
- 18.0** **FIRM PRICE** : The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates or price escalation is allowed under any circumstances.
- 19.0** **TAXES AND DUTIES** : Rates quoted shall include all royalties, taxes, terminal taxes, Octroi, duties, Sales Tax on Works Contract, Entry Tax, Central or Provincial Excise Tax and other taxes (**except Service Tax**) leviable under the state and the central Government Rules. BHEL will not entertain any claim whatsoever in this respect. No reimbursement on account of increase in rate of existing levies shall be made.

The tenderer shall not include Service Tax in their quoted rates. **Service Tax** as applicable to this contract will be reimbursed by BHEL. The successful tenderer shall register themselves with the service tax authority and pay separately the Service Tax as applicable to this contract during execution of the work and get it reimbursed at actuals by BHEL by submitting necessary invoices / documentary proof as required by BHEL.

**Procedure for reimbursement of Service Tax** : The service tax claimed in the first Running Account Service Invoice will be paid by BHEL. For subsequent invoices, Service Tax amounts will be paid only on production of proof for having remitted the previous service tax amounts paid by BHEL

## **20.0 PAYMENT TERMS :**

All payments for the works completed shall be paid based on bills raised by the contractor and certified by Engineer-in-Charge of BHEL. **Payment will be made within a period of 30 days from the date of submission of bills along with all the enclosures as called for by BHEL. Payment will be through e-payment** (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges as per BHEL terms of payment indicated below.

**The payment for the work executed in each Unit will be released separately on completion of the work as per the following terms.**

- (i) 30% of the lumpsum rate quoted will be released on completion of dismantling of all the existing Tubular Airpreheater Blocks (TAPH) and ducts to the required extent in the Unit and handing over of the dismantled materials to BHEL'S Client.
- (ii) 60% of the lumpsum rate quoted will be released on completion of erection, alignment and welding of the new TAPH Blocks, ducts and other components in the Unit.
- (iii) 5% of the lumpsum rate quoted will be released after commissioning of the TAPH of the Unit.
- (iv) Balance 5% will be released only after 12 months from the date of commissioning of the new TAPH system in the Unit.

**21.0 The tenderer has to furnish information called for in the APPENDIX-I & II attached with this booklet.** The details pertaining to the Bank Accounts where proceeds will be transferred through BHEL's Banker is to be furnished.

**22.0** Copies of EPF remittance challans, ESI / Insurance remittances, Wage register, attendance register etc of the workers pertaining to the site of work and period applicable shall be attached to every bill submitted, failing which bills will not be processed. Copies of half yearly and annual EPF returns for the workers have also to be submitted.

**23.0 DURATION OF WORK .:** **The total duration for the tendered scope of work is 35 days for Unit-7 and 30 days for Unit-8 from date of commencement of dismantling work.** BHEL is endeavoring to reduce the shutdown period to meet the Customer requirement. On intimation of the date of Unit shutdown by BHEL, the Contractor has to immediately mobilize all resources to meet BHEL / Customer schedule. The work has to be commenced to meet the shutdown schedule of activities of BHELs' client. Shutdown down is expected tentatively in December 2009 for Unit-7 and in the middle of 2010 for Unit-8.

**24.0** The tenderer has to submit a bar chart indicating various activities for erection of the equipments to complete entire erection work within the duration (Day wise) to meet out the above scheduled period.

**25.0** The tenderer shall mobilise the resources like manpower, cranes, consumables, tools and plants required to complete the entire work with in the above said schedule.

**26.0** The list of Tools and tackles, cranes etc proposed to be deployed by the contractor shall be given along with the offer.

**27.0** BHEL shall not provide any tools & tackles.

**28.0** A General arrangement drawing of the TAPH blocks is attached with this tender. It is to give a general understanding of the arrangement of equipment and interconnecting ducts. The contractor has to visit and study site conditions before submitting their offer.

**29.0 The following documents attached/enclosed shall also form part of the tender:**

- a. General terms and conditions of work (ES:F:032)
- b. Statutory requirement of contract (ES:F:009)
- c. Special Conditions of Contract for Mechanical works (ERN:MECH:SPN:TAPH)
- d. Appendix- I & II
- e. TECHNICAL DESCRIPTION (SECTION-VI)
- f. SAFETY RULES FOR B.P.S.C.L CONTRACTORS (SECTION-VII)
- g. GENERAL TERMS AND CONDITIONS FOR REVERSE AUCTION (SECTION-VIII)
- h. Drg No. 1-50-120-00493 Rev 01

MANAGER / ERECTION SERVICES

# STATUTORY REQUIREMENT

*OF*

# CONTRACT

**ES : F : 009**



R 05- 275

**ERECTION SERVICES DEPARTMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
( A Government of India Undertaking )  
BOILER AUXILIARIES PLANT  
INDIRA GANDHI INDUSTRIAL COMPLEX  
RANIPET – 632 406

**BHARAT HEAVY ELECTRICALS LIMITED  
BOILER AUXILIARIES PLANT  
INDIRA GANDHI INDUSTRIAL COMPLEX  
RANIPET –632 406.**

**TENDER SPECIFICATION NO. BAP:ERN:BPSCL:TAPH:MECH:C:221**

**CHECK LIST**

**Tenderers are required to fill in the following details:**

- |   |                   |
|---|-------------------|
| <b>1. a. Name of the Tenderer<br/>With address</b>  | <b>:</b>          |
| <b>b. Nature of Firm</b>  | <b>:</b>          |
| <b>2. Whether EMD submitted as per tender<br/>Specification Terms and conditions</b>                        | <b>: YES / NO</b> |
| <b>3. Validity of offer (offer shall be kept valid for<br/>acceptance for a period of minimum 6 months)</b> | <b>: YES / NO</b> |
| <b>4. Whether tenderer visited the erection Site and<br/>acquainted with Site Conditions before quoting</b> | <b>: YES / NO</b> |
| <b>5. Whether the following details are furnished.</b>  |                   |
| <b>a. Previous Experience – Photocopies as in QR</b>  | <b>: YES / NO</b> |
| <b>b. Present assignments</b>   | <b>: YES / NO</b> |
| <b>c. Organization chart of the Company</b>   | <b>: YES / NO</b> |
| <b>d. Financial status of the Company</b>   | <b>: YES / NO</b> |
| <b>e. In case of Company, proof of<br/>registration of the Company</b>                                      | <b>: YES / NO</b> |
| <b>f. Memorandum and Articles of Association of<br/>Company / copy of Partnership Deed.</b>                 | <b>: YES / NO</b> |
| <b>g. Profit and Loss Account For the last three Years</b>  | <b>: YES / NO</b> |
| <b>h. Balance sheet for the last three years</b>  | <b>: YES / NO</b> |
| <b>i. Income Tax clearance Certificates</b>   | <b>: YES / NO</b> |
| <b>j. Solvency Certificate from a Nationalized Bank</b>   | <b>: YES / NO</b> |
| <b>k. Power of Attorney of the person signing the tender<br/>duly attested by a Notary Public</b>           | <b>: YES / NO</b> |

- l. Names and addresses of Directors, Partners their Experience and qualification : YES / NO**
- m. Manpower Organization chart and Tools list with deployment plan at Site for satisfactory completion of work under this specification : YES / NO**
- n. EPF registration No. ( with a copy of certificate) : YES / NO**
- o. Service Tax registration No. ( with a copy of certificate) : YES / NO**
- p. E- payment acceptance as per appendix. : YES / NO**
- q. Rate schedule as per the schedule appended : YES / NO**
- 6. Whether the Tenderer is conversant with local labour laws and conditions : YES / NO**
- 7. Whether the tenderer is aware of all safety Rules and codes. : YES / NO**
- 8. Whether the declaration sheet (as per appendix enclosed) filled : YES / NO**
- 9. Whether the erection schedule (as per appendix enclosed) furnished : YES / NO**
- 10. Whether all the pages are read, understood and signed : YES / NO**

**SIGNATURE OF TENDERER**

**NOTE : The tenderers are requested to peruse the Tender Specification terms and conditions carefully and furnish the above information also in detail as required.**

**TENDER SPECIFICATION No. : BAP:ERN:BPSCL:TAPH:MECH:C:221**

**CERTIFICATE OF NO DEVIATION**

I / We .....of M/s .....  
hereby certify that there is no deviation from the Tender conditions either technical  
or commercial and I am / We are agreeing to all the terms and conditions mentioned  
in the Tender Specification (No. : **BAP:ERN:BPSCL:TAPH:MECH:C:221**).

**Date :**

**SIGNATURE OF THE TENDERER**

**TENDER SPECIFICATION No. : BAP:ERN:BPSCL:TAPH:MECH:C:221**

**DECLARATION SHEET**

I, .....  
hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BAP : ERN : BPSCL: TAPH: MECH: C :221 are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications. Further certify that I am duly authorized representative of the under mentioned tenderer and a valid power of Attorney to this effect is also enclosed.

TENDERER'S NAME AND ADDRESS:

AUTHORISED REPRESENTATIVE'S SIGNATURE  
WITH NAME AND ADDRESS

**FINANCIAL VIABILITY**

1. **Owner's Capital in the business**  
(In case of Partnership please : Rs.  
Mention percentage of shares and  
Amount)
  
2. **Quantum of business done during : Rs.**  
Last three financial years.
  - 1.
  - 2.
  - 3.
  
3. **Value of Fixed Assets of the : Rs**  
business in last three years
  - 1.
  - 2.
  - 3.
  
4. **Guarantee limits (if any) : Rs.**  
Enjoyed by the firm
  
5. **Overdraft limits (if any) : Rs.**  
Enjoyed by the firm
  
6. **Income Tax paid during the last : Rs.**  
three Years
  
7. **Please state whether audited :  
profit and Loss Account and  
Balance Sheet for last 3 Years  
and Solvency Certificate are  
Enclosed.**

**Signature of the Tenderer**

## **ORGANISATION STRUCTURE**

- 1. Management structure of the firm:  
Whether public limited / Private Limited / Sole Proprietorship / Partnership.**
- 2. Details of the staff presently on permanent rolls of the organization.**
  - a) Engineering / Supervisory Staff.**

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<b>Sl. No.</b>	<b>Name and Designation</b>	<b>Qualification</b>	<b>Experience</b>	<b>Proposed to be deployed at Site for this job</b>	<b>Remarks if any</b>
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**Signature of the Tenderer**

**b) Details of Technical staff:**

<b>Sl. No.</b>	<b>CATEGORY</b>	<b>Total Number on Rolls</b>	<b>Numbers Proposed to be deployed at site for this job</b>
01.	Supervisors / Foreman		
02.	Store Keepers		
03.	Electrician		
04.	Fitters		
05.	Welders		
06.	Sarang		
07.	Rigger		
08.	Painter		
09.	Light Vehicle Driver		
10.	Heavy vehicle Driver		
11.	Semi-skilled worker		
12.	Unskilled Worker		
13.	Crane Operators		
14.	Crane Maintenance Staff		
15.	Other vehicles maintenance staff		
16.	Other category of staff, if any		

**Signature of the Tenderer**

**FACILITIES FOR STAFF & WORKERS AT SITE**

**1. ACCOMMODATION:**

**a) For Engineer / Supervisor / other staff**

<b>Sl. No.</b>	<b>Category</b>	<b>Type of accommodation</b>	<b>Facilities provided</b>	<b>Remarks if any</b>
----------------	-----------------	------------------------------	----------------------------	-----------------------

**b) No. of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen.**

**1. MEDICAL:**

**2. CONVEYANCE:**

**3. OTHER AMENITIES:**

**Signature of the Tenderer**

SCHEDULE TO BE FURNISHED BY THE TENDERER

- 1. Tenderer shall submit a detailed write – up on his erection plan along with the offer indicating how he proposes to achieve the milestone dates, giving details of erection sequence, manpower deployment plan and T&P deployment plan for monthly erection activities.
- 2. Tenders received without above documentary proof are liable to be rejected summarily.
- 3. The Tenderer is required to submit following schedule along with his offer.

**SCHEDULE ‘A’: Construction power and electricity required for residence/ labour hutments/ Office / stores / workshop sheds, etc. of the tenderer in the following format.**

a) Construction power required

Average

Peak

Amp .....

KVA .....

b) Electricity required for labour hutments / residences /Office & Storage sheds

Average

Peak

Amp .....

KVA .....

**SCHEDULE ‘B’**

**Proposed rate of erection plan day wise**

**SCHEDULE ‘C’**

**Consumption of gases, electrodes and other consumables.**

**SCHEDULE ‘D’**

**Day wise deployment of skilled / semiskilled / unskilled and other categories of workers to suit the above programme.**

**SCHEDULE ‘E’**

**PERT Bar chart showing milestones dates**

- 4. Tender offers are liable to be rejected in the event of non-submission of above schedules along with the offer complete with all the details asked for.

**Note: Contractor may also indicate their ability in completing the contract in all respects shorter than the period mentioned.**

### ANALYSIS OF UNIT RATE QUOTED

Sl. No.	Description	Percentage of the unit rate quoted	Remarks if any
01.	Site facilities viz. electricity, water, workshop and other infrastructure facilities		
02.	Salary & wages for staff and workers		
03.	Consumables		
	a) Gases		
	b) Electrodes		
	c) Steel materials		
	d) Others		
04.	Depreciation and maintenance for T&P, other items		
05.	Establishment and Administration expenses of sites		
06.	Retrenchment benefit		
07.	Overheads		
08.	Extra work incidental to erection		

**NOTE: All Tenderers are requested to take care that the rates quoted by them are not disclosed in any way while furnishing the above details.**

**Signature of the Tenderer**

## A - 1

**STATUS OF TOOLS & PLANTS**

List of equipments / Machinery / T&P owned by the contractor and proposed to be deployed by the contractor for this work.

NOTE: Tenderers are required to furnish the details as desired below with regard to the equipments machinery, tools & plants, consumables and workshop facilities owned by them along with documentary proof for the same.

Sl. No.	Name of the equipments	Total Qty. Available	Quantity Proposed to be Deployed	Type Capacity Specification	Year of make	Date of Purchase	Registration Number	Present Location	Utility Factor of the Machine
1	2	3	4	5	6	7	8	9	10
01	10 MT Capacity Electric Winches								
02	a) 18T / 16T /12T Capacity Mobile crane b) 75 T/ 100 T capacity crane for erection purposes.								
03	5T or 8T Capacity fork-lift or Hydromack								
04	Tractor Trailors								
05	Trucks								
06	Wooden sleeper for use in the Stores. Storage yard,								

Signature of the Tenderer

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1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

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07. DC Welding Generator with cables

08. Welding transformer with cables

09. Air Compressors

10. Electrical winches

5T Capacity

3T Capacity

2T Capacity

11. Hand winches

12. Hydraulic Torque wrenches

13. Electrode drying oven

14. Portable electrode drying oven

15. Spur gear chain pulley block

5T Capacity

3T Capacity

2T Capacity

16. Gas cutting set with hoses

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Signature of the Tenderer

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1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

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## 17. Hydraulic jacks

5T Capacity

10T Capacity

20T Capacity

## 18. Low voltage transformer with

Hand lamps

## 19. Single sheave snatch pulley blocks

5T Capacity

10T Capacity

20T Capacity

## 20. Double sheave pulley blocks

3T Capacity

5T Capacity

10T Capacity

## 21. 3T Capacity D shackle

## 22. 5T Capacity D shackle

## 23. 10T Capacity D shackle

## 24. 20T Capacity D shackle

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Signature of Tenderer

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1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

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25. Various sizes of portable grinders

26. Bench grinder

27. Heavy duty high speed portable grinder

28. Flexible shaft grinders

29. Pneumatic drill ½” & 1”

30. Torque wrenches     300mm  
                                  450mm  
                                  600mm

31. Pull lifts 1.5T Capacity  
                          3T Capacity  
                          6T Capacity

32. Compensating Cables

33. Steel wire ropes for guy ropes

34. Bench files of various sizes

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Signature of the Tenderer

B-I

**ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS IN THE LAST SEVEN YEARS**

Sl. No.	Details of Jobs executed / In progress With location of projects	Financial value of the contracts	Number of Strikes / work stoppages with duration and mandays Lost during Execution of job	Number of accidents (fatal / Minor)	Details of insurance provided for the workers for accidents / deaths	Details of safety equipments provided for workers
1	2	3	4	5	6	7

Signature of the Tenderer

## B – II

**( FOR ESP PROJECTS ONLY )**

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Sl. No.	Name of the Project with unit capacity	Date of letter of Intent	Date of start of erection	Date of collecting electrode Loading	Trial run of rapping motors	Date of air tightness test	Date of GD test	Testing & commissioning
1	2	3	4	5	6	7	8	

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NOT APPLICABLE

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Signature of the Tenderer

# GENERAL CONDITIONS OF CONTRACT

FOR

WORKS

( SECTION – I & II )

**ES : F : 032**



**ERECTION SERVICES DEPARTMENT**

**BHARAT HEAVY ELECTRICALS LIMITED**

( A Government of India Undertaking )

**BOILER AUXILIARIES PLANT**

**INDIRA GANDHI INDUSTRIAL COMPLEX**

**RANIPET – 632 406**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**BOILER AUXILIARIES PLANT**  
**RANIPET 632 406**  
**GENERAL CONDITIONS OF CONTRACT FOR WORKS IN ERECTION SERVICES DEPARTMENT OF**  
**BHARAT HEAVY ELECTRICALS LIMITED (RANIPET)**

**SECTION -I**

**1. GENERAL INSTRUCTIONS TO TENDERERS**

**1.1. DESPATCH INSTRUCTIONS:**

- 1.1.1.** This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.1.2.** The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.1.3.** Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE “ and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.1.4.** Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
- 1.1.5.** The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.1.6.** Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- 1.1.7.** Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the tenderer in token of complete acceptance thereof . The informations furnished shall be completed by itself.
- 1.1.8.** The tenderers 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 least of the two will be treated as valid rate. **In case of any discrepancy between the Unit rate quoted and the Total Price due to arithmetical errors, the Unit rate quoted will be considered valid and the Total price will be corrected accordingly.** For the purpose of the tender, the metric system of units shall be used.
- 1.1.9.** All entries in the tender shall either be typed or be written in ink. Erasers and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

**1.2. QUALIFICATION OF TENDERERS:**

Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly submitting details of experience along with the offer. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.

**1.3. DATA TO BE ENCLOSED:**

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

**1.3.1. FINANCIAL STATUS:**

A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the tenderer enjoys or solvency certificate from the concerned Government authority. Informations required in Annexure A, shall be furnished by the tenderer along with the offer.

**1.3.2. INCOME TAX CERTIFICATE:**

A certificate of Income Tax clearance from the appropriate authority in the forms prescribed there for indicating annual turnover and the Sales Tax clearance certificate from the appropriate authorities as prescribed by the concerned state government, if any. 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.

**1.3.3. PREVIOUS EXPERIENCE:**

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars, value of each work, the site location, the duration, date of completion, a list of site locations and particulars and value of various services that are under progress. Information required in Annexure –BI & BII shall be furnished by the tenderers along with the offer.

**1.3.4. ORGANISATION CHART:**

The Organisation pattern that is presently available with the tenderer and that will be employed by the tenderer for this work shall be furnished.

**1.3.5.** An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign)

**1.3.6. IN CASE OF AN INDIVIDUAL:**

His full name, address and place and nature of business shall be indicated.

**1.3.7. IN CASE OF PARTNERSHIP FIRMS:**

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

**1.3.8. IN CASE OF COMPANIES:**

Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.

**1.3.9.** Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

**1.3.10** Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

**1.3.11** A list of tools and tackles that the tenderer is having and those that will be used on this job shall be furnished.

**1.3.12** In addition to the above, the particulars required in various annexure shall also be furnished.

**1.4. EARNEST MONEY DEPOSIT:**

**1.4.1.** Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

**1.4.1.1.EMD shall be deposited in cash ( as permissible under income tax act ), Payorder or Demand Draft ( payable at Ranipet in favour of “Bharat Heavy Electricals Ltd.,” ) only. No other form of EMD remittance shall be acceptable to BHEL.**

**1.4.1.2.**In case of payment of EMD in the form of Cash, the amount should be remitted by the tenderer to the Cash Office of Bharat Heavy Electricals Limited, BAP,Ranipet-632 406 during it's working hours and cash receipt issued shall be enclosed along with the tender.

**1.4.2.** Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.

**1.4.3.** The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit.

**1.4.4.** In the case of unsuccessful tenderers, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender.

**1.4.5.** Earnest Money Deposit by the tenderer will be forfeited as per tender documents if the tenderer:

**1.4.5.1.**Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.

**1.4.5.2.**Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.

**1.4.5.3.**After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.

**1.4.5.4.**Fails to submit SD as indicated in the Letter of Intent.

**1.4.6.** Earnest Money deposit shall not carry any interest.

## **1.5. AUTHORISATION AND ATTESTATION:**

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

## **1.6. VALIDITY OF OFFER:**

The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer , which shall be binding on the tenderers.

## **1.7. EXECUTION OF CONTRACT:**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form (Annexure-D) with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.

## **1.8. SECURITY DEPOSIT:**

**1.8.1.** Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL.

### **1.8.2. The total amount of Security Deposit shall be as follows:**

**1.8.2.1.**In the case of work costing up to Rs.10 lakhs – 10% of the quoted value.

- 1.8.2.2.**In the case of work costing Rs.10 lakhs to Rs.50 lakhs – Rs.1 lakh plus 7.5% of the amount exceeding Rs.10 Lakhs.
- 1.8.2.3.**In the case of work costing more than Rs.50 Lakhs – Rs.4 lakhs plus 5% of the amount exceeding Rs.50 Lakhs.
- 1.8.3. The Security Deposit may be furnished in any one of the following forms:-**
- 1.8.3.1.**Cash ( as permissible under the income tax act ).
- 1.8.3.2.** Payorder , Demand Draft in favour of BHEL.
- 1.8.3.3.** Local cheques of Scheduled Banks, subject to realization.
- 1.8.3.4.** Securities available from Post Offices such as National saving 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).
- 1.8.3.5.**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. Balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL (Annexure-E). The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the expiry of 6 Months after the said work is actually completed.
- 1.8.3.6.**Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the companies act. The FDR should be in the name of the contractor, account BHEL, duly discharged on the back.
- 1.8.3.7.**Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases atleast 50% of the security deposit ( as Bank Guarantee or Demand Draft ) should be remitted before start of the work and balance 50% may be recovered from the running bills till the full Security Deposit is made up.
- 1.8.3.8.**EMD of the successful tenderer may be converted and adjusted against the security deposit on specific request by the contractor.
- 1.8.3.9.** Acceptance of security deposit as per clause 1.8.3.4 and 1.8.3.6 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.
- 1.8.4.** 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.
- 1.8.5** Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.
- 1.8.6** If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 1.8.7** BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL 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.

**1.8.8 RETURN OF SECURITY DEPOSIT:**

If the Contractor 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 (Annexure-F) and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. **It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.**

**1.9. REJECTION OF TENDER AND OTHER CONDITIONS**

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

**1.9.1.1.** To reject any or all of the tenderers.

**1.9.1.2.** To split up the work amongst two or more Tenderers.

**1.9.1.3.** To award the work in part.

**1.9.1.4.** Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.

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

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

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

**1.9.5.** If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.

**1.9.6.** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form are liable to rejection.

**1.9.7.** Should a tenderer or contractor or in the case of a firm or company of contractors one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

**1.9.8.** The successful tenderer should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

**1.9.9.** No deviation from the tender specification shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

**1.10. NO INTEREST shall be payable by BHEL on Earnest Money / Security Deposit / or any money due to the Contractor by BHEL.**

## SECTION -II

### 2.1. DEFINITION:

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

- 2.1.1. BHEL or (B.H.E.Ltd)** shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorised Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 2.1.2. “GENERAL MANAGER”**  
shall mean the Officer in Administrative charges of contracting unit of BHEL.
- 2.1.3. “ENGINEER”** or “ENGINEER IN CHARGE” shall mean Engineer who is in-charge for the works referred in Erection Services. The term also includes PROJECT MANAGER, “RESIDENT MANAGER” “SITE ENGINEER “ “ RESIDENT MANAGER” and “ASSISTANT SITE ENGINEER “ of BHEL at the site as well as the Officers incharge at Head Office.
- 2.1.4. “SITE”** shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.
- 2.1.5. “CLIENTS OF BHEL”** or “CUSTOMER” shall mean the project authorities to whom BHEL is supplying the equipments.
- 2.1.6. “CONTRACTOR”** shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators, successor and permitted assignees.
- 2.1.7. “CONTRACT”** or “CONTRACT DOCUMENT” shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.
- 2.1.8. “GENERAL AND SPECIAL CONDITIONS OF CONTRACT”** shall mean the “Instructions to Tenderers and General and Special Conditions of Contract” pertaining to the work for which the tenderers are called for.
- 2.1.9. “TENDER SPECIFICATIONS”** shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site informations and drawings” pertaining to the work in which the tenderers are required to submit their offer, Individual specification number will be assigned to each tender specification..
- 2.1.10. “TENDER DOCUMENTS”** shall mean the General and Special Conditions of Contract(2.1.8) and tender specification(2.1.9).
- 2.1.11. “LETTER OF INTENT”** shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that 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.
- 2.1.12. “COMPLETION TIME”** Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.

- 2.1.13. “PLANT”** shall mean and cannot the entire assembly of the plant and equipments covered by the contract.
- 2.1.14. “EQUIPMENT”** shall mean all equipments, machinery, materials, structurals, electricals and other components of the plant covered by the contract.
- 2.1.15. “TESTS”** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.
- 2.1.16. “APPROVED” “DIRECTED” or “INSTRUCTED”** shall mean approved, directed or instructed by BHEL.
- 2.1.17. “WORK OR CONTRACT WORK”** shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.
- 2.1.18. “SINGULAR AND PLURAL ETC”** works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.
- 2.1.19. “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 of the contract.

- 2.1.20. “MONTH”** shall mean calender month, unless specified otherwise in the tender.
- 2.1.21. “WRITING”** shall include any manuscript typewritten or printed statement under the signature of BHEL.

## **2.2. 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, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).

## **2.3. ISSUE OF NOTICE:**

The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

## **2.4. USE OF LAND:**

No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

## **2.5. COMMENCEMENT OF WORKS:**

- 2.5.1.** The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2.** If the successful tenderer fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL’s other rights and remedies in this regard.

- 2.5.3.** All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 2.5.4.** The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.
- 2.6. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:**
- 2.6.1.** All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.
- 2.6.2.** For Progress running bill payment:  
The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.
- 2.6.3.** These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
- 2.6.4.** Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.
- 2.6.5.** All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
- 2.6.6.** Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
- 2.6.7.** The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.
- 2.6.8.** The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9.** If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.
- 2.6.10.** Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.
- 2.6.11.** Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified 'No Due' and 'No Demand' certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

## **2.7 RIGHTS OF BHEL**

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

- 2.7.1.** To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.
- 2.7.2.** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.
- 2.7.3.** To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :
- 2.7.3.1.** Contractor's continued poor progress.
- 2.7.3.2.** Withdrawal from or abandonment of the work before completion of the work.
- 2.7.3.3.** Corrupt act of contractor.
- 2.7.3.4.** Insolvency of the contractor.
- 2.7.3.5.** Persistent disregards to the instructions of BHEL.
- 2.7.3.6.** Assignment transfer, sub-letting of the contract without BHEL's permission.
- 2.7.3.7.** Non-fulfillment of any contractual obligations.
- 2.7.4.** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
- 2.7.5.** To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.
- 2.7.6.** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
- 2.7.7.** To effect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.
- 2.7.8.** To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- 2.7.9.** To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.
- 2.7.10.** While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.
- 2.7.11.** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
- 2.8. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.**

The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.

- 2.8.1.** As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2.** The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 2.8.3.** The contractor shall comply with all state and Central Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.
- 2.8.4.** The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.
- 2.8.5.** While BHEL would pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, Inspection Certificate etc., will have to be made by the contractor. However BHEL will not make any payment to Boiler Inspector in connection with contractor's welders qualification/requalification tests etc.
- 2.8.6.** The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 2.8.7.** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 2.8.8.** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.9.** 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 is the responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.10.** All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.
- 2.8.11.** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractors bills/security deposit in one installment.
- 2.8.12.** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 2.8.13.** In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.

- 2.8.14.** Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15.** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16.** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.
- 2.8.17.** The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.
- 2.8.18.** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19.** No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 2.8.20.** Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.
- 2.8.21.** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.
- 2.8.22.** Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

## **2.9. CONSEQUENCES OF CANCELLATION:**

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.

- 2.9.1.** In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

## **2.10 INSURANCE:**

- 2.10.1.** BHEL/their customer shall arrange for insuring the materials/properties of BHEL / customer covering the risks during transit, storage, erection and commissioning.
- 2.10.2.** It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.
- 2.10.3.** 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 have to pay necessary compensation and other expenses if so decided by the appropriate authorities.
- 2.10.4.** If due to contractor's carelessness's, negligence of non-observance of safety precautions damage to BHEL's /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.
- 2.10.5.** It shall be the responsibility of the contractor to provide security arrangement for the equipment/ materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.

## **2.11. STRIKES & LOCKOUTS:**

- 2.11.1.** The contractor will be fully responsible for the entire dispute and other issues connected with his labour. In the event of the contract labour resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its own labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.
- 2.11.2.** For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.

## **2.12. FORCE MAJEURE:**

- 2.12.1** The following shall amount to FORCE MAJEURE:

Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic and other similar causes over which the contractor has no control.

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

## **2.13. GUARANTEE:**

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

## 2.14. ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of BHEL and if General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager, willing to act as such arbitrator.

The cases referred to arbitration shall be other than those for which the decision of the Accepting

Officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contractor shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final conclusive and binding on all parties to this contracts.

In the event of disputes or differences arising between one public sector and a Government Department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE Office memorandum No.BPE/CL/001/76 MAN/2(1.10)76-BPE(GM-1)dated 1<sup>st</sup> January 1976 or its amendments for arbitration shall be applicable.

**ANNEXURE –‘D’**

**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
BOILER AUXILIARIES PLANT  
INDIRA GANDHI INDUSTRIAL COMPLEX  
ERECTION SERVICES DEPARTMENT  
RANIPET – 632 406**

**CONTRACT AGREEMENT**

**AGREEMENT NO: BAP : ERN : BHE :**

**DATE:**

Name of work :

Name of the contractor with full address :

Amount of tender accepted :

Letter of Intent No. :

Time allotted for completing the work  
(date of completion) :

(Officer authorized to sign the agreement)

CONTRACTOR

**CONTRACT AGREEMENT****AGREEMENT No: BAP: ERN : BHE :****DATE:**

This agreement made this day, the \_\_\_\_\_ of \_\_\_\_\_ between the Bharat Heavy Electricals Limited, Ranipet having its Registered Office at 'BHEL House' , Siri Fort, New Delhi 110 049 (herein after called the FIRST PARTY) of one part and Messrs. \_\_\_\_\_ (herein after called the ("CONTRACTOR")) of the SECOND PARTY.

2. WHEREAS the first party is desirous of executing the work of \_\_\_\_\_ more particularly described in the appendices including drawings and specifications attached herewith.

3. WHEREAS IN PURSUANCE of the said Contractor's Tender having been accepted, the first party has decided to give the above said work to Contractor, and WHEREAS the contract between the parties was concluded by virtue of a letter of intent issued by the First Party under reference. \_\_\_\_\_ Dt.

4. WHEREAS the said Contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in the presents, instructions to tenderers, general conditions and special conditions, schedules, appendices, letter of intent and specifications (hereinafter referred as the said contract schedule) at the approved rates (herein referred as the said contract rate).

5. AND WHEREAS the said contractor has furnished a Bank Guarantee for a sum of Rs. \_\_\_\_\_ Valid up to \_\_\_\_\_ towards initial 50% security Deposit and has further agreed for balance 50% Security Deposit being recovered at 10% of value of each running bill till the full Security Deposit is made up for the satisfactory completion and performance of the work and whereas the validity of the said Bank Guarantee has to be extended by the Contractor, if so required before for the balance period of contract period and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), from the bills forthwith in one installment and it has further been agreed that the failure to extend the validity of Bank Guarantee or failure to pay the aforesaid amount the manner specified above shall constitute the breach of contract, and first party reserved the right to take easy legal action deemed fit for recovering the said sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only). This amount of Rs. \_\_\_\_\_ Will be refunded (and Bank Guarantee will be returned) to the Contractor on satisfactory completion of the work as specified in the Contract documents.

6. Now THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate as also of agreement of good and faithful services to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.

7. That the said contractor will perform the aforesaid work subject to the conditions contained in these presents, instructions to tenderer, general and special conditions of contract and the contract documents attached herewith including the said schedules, specifications, appendices, letter of intent, drawings attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined the specifications and conditions of contract, appendices, schedules, letter of intent , drawings etc., as aforesaid and also to have satisfied himself as to the nature and character of work to be executed.

8. That the said contractor shall carry out and complete the execution of the said work to the entire satisfaction of the Engineer within the agreed time schedule.

9. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at said contract rates and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.

10. That the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (Letter of Intent) has been issued to the said contractor.

11. That whatever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.

12. That all charges on account of Octroi, terminal and sales-tax or other duties on materials obtained for the work shall be borne by the said contractor.

13. That is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions thereto contained in these presents and the liability of the said contractor either of past or further compensation shall remain unaffected.

14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, RANIPET.

15. The contract is subject to RANIPET(TamilNadu) jurisdiction.

16. The document hereto attached viz. shall also form part of this agreement.

17. General Conditions of Contract attached to the Notice inviting tender shall form part of this contract in so far as any thing is not provided specifically in this agreement.

18. In witness hereof the parties have respectively set their signatures in the presence of :

**WITNESSES:**

(with full address)

1.

2.

**Signature of the Contractor (to be signed by a  
Person holding valid power of Attorney of the Company)**

**Date:**

**WITNESSES:**

(with full address)

1.

2.

**For and on behalf Bharat Heavy Elec.Ltd.**

**Date:**

## ANNEXURE 'E'

## PROFORMA FOR SECURITY DEPOSIT

THIS DEED OF GUARANTEE made this day of \_\_\_\_\_ by Messrs. \_\_\_\_\_ (hereinafter called the Bank) in favour of Messrs. BHARAT HEAVY ELECTRICALS LIMITED, RANIPET having its Registered Office at New Delhi (hereinafter called the Principal)

WHEREAS Messrs. \_\_\_\_\_ (hereinafter called the Contractor) has entered in to a Contract with Bharat Heavy Electricals Ltd., Ranipet arising out of Letter of Intent No. \_\_\_\_\_ Dt. \_\_\_\_\_ addressed by the Principal to the Contractor (hereinafter called the said agreement) for

AND WHEREAS the said Agreement provides that the contractor shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards 50% of full Security Deposit to be made in the form and manner therein specified.

AND WHEREAS the Contractor have approached the Bank and at their request and in consideration of the agreement arrived at between the said contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned to the Principal.

NOW, therefore, these present witness that we the Bank by the hand Mr. \_\_\_\_\_ its lawfully and duly constituted attorney, do hereby undertake to pay to the principal a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without demur on demand being made by the principal and to keep the principal indemnified to the extent of Rs. \_\_\_\_\_ by virtue of this guarantee against any loss or damage caused to or suffered by the principal by reason of any breach by the aforesaid contract of any of the terms and or conditions, stipulations or undertakings of any one of them contained in the said Agreement and the tender documents attached thereto and for the payment of any money or moneys payable by the said contractor to the principal under the terms and conditions of the said Agreements (the decisions regarding the breach, loss damage or payment due being solely in the discretion of the Principal).

We further undertake to pay without demur the aforesaid amount in a lump sum on demand or such part thereof as the Principal may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any Court Tribunal or Arbitration Proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the principal, to the Contractor in or fulfilling the said agreement between contractor and the principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said agreement irrespective of whether notice of such change or/variation is given to us or not and claim to receive such notice of any change/and or variation of the terms and or variation of the terms and or/conditions of the said agreement is hereby specifically waived by us. Further we shall not be release from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said agreement by the principal against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any powers or rights, modifications or change made in the said agreement or concessions shown to contractor by the principal is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative untill all payments of all moneys due or that may hereafter become due to the principal in respect of any liability or obligations of the contractor under the said agreement.

We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the principal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the principal certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee subject to however that the principal shall have no rights under this guarantee after the expiry of six months from the date of completion of the contract (the date of completion shall be as certified by the Principal) unless this guarantee is extended by agreement.

Any claim or dispute arising under the terms of this contract shall only be enforced or settled in the Court having jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu)

And lastly the Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.

The bank hereby declares that it has power to issue this guarantee under that Bank's Memorandum and Articles of Association and the undersigned has power to do so on its behalf under the power of Attorney granted to him by the proper Authorities of the Bank.

**Date:**

**(Name of the Bank & Place)**

**Seal:**

**DESIGNATION OF THE AUTHORISED**

**PERSON SIGNING THE GUARANTEE**

**ANNEXURE –‘F’****NO DEMAND CERTIFICATE**

- 1) Name of work :
- 2) Agreement Date :
- 3) I/We certify that
  - a) I/We have completed the above work to the entire satisfaction of BHEL.
  - b) I/We have handed over all the balance materials, components, tools and tackles, machinery and other equipment of BHEL.
  - c) I/We have received the final payment from BHEL for the above work.
  - d) I/We have no further demand whatsoever from BHEL.

I/We, therefore request you to refund to me/us the security deposit of Rs. (Rupees dt. for Rs. only) and the Bank guarantee No.: After deducting all cost of expenses or other amounts that are to be paid by me/us to BHEL under this contractor other contract entered into by me/us with BHEL.

**SIGNATURE OF THE  
CONTRACTOR WITH SEAL**

**Place:**

**Date:**

- Witness**
- 1)
  - 2)
  - 3)

# SPECIAL CONDITIONS OF CONTRACT

*FOR*

# MECHANICAL WORKS

**BAP:ERN :SPN :MECH: TAPH**



**ERECTION SERVICES DEPARTMENT**

**BHARAT HEAVY ELECTRICALS LIMITED**

( A Government of India Undertaking )

**BOILER AUXILIARIES PLANT**

**INDIRA GANDHI INDUSTRIAL COMPLEX**

**RANIPET – 632 406**

**SECTION –IV****SPECIAL CONDITIONS OF CONTRACT FOR ERECTION****4.1 SPECIAL CONDITIONS FOR TAPH**

The special conditions for TUBULAR AIR PREHEATER shall be comprising of but not limited to the following:

- 4.1.1** Any fixtures, concrete block supports, steel structures, required for temporary supporting for pre-assembly, checking, welding, lifting and handling during pre-assembly if any and erection shall be arranged by contractor, at his cost.
- 4.1.2** The scope of equipments to be erected under this contract are detailed in tender specification, Technical Description etc. The schedule of weights given are approximate and are meant only to give a general idea to the Tenderer about the magnitude of the work involved.
- 4.1.3** All works such as cleaning, leveling, aligning, dismantling, surface preparation, fabrication of Platforms/ supports/ structures etc. for erection purpose as per general engineering practice at site shall form part of work. Cutting, grinding, straightening, chamfering, filling, chipping, drilling, reaming, scraping, shaping, fitting up etc., as may be applicable in such erection work are to treated as incidental to erection and necessary to complete the work satisfactorily, shall be carried out by the Contractor, as part of the work.
- 4.1.4** It shall be the responsibility of the contractor to provide ladders on columns Temporary welding on any TAPH component is permitted only with the approval of BHEL.
- 4.1.5** No member of the structure/platform should be cut without specific approval of BHEL.
- 4.1.6** Welding of necessary instrumentation tapping points, will also be the responsibility of the Contractor and will be done as per the instructions of BHEL Engineer. The welding of all the above items will be Contractor's responsibility even if the
  - 1) Product groups under which these items are not specifically indicated in the technical Specifications.
  - 2) Items are supplied by an agency other than BHEL.
- 4.1.7** All welded joints should be painted with anti-corrosive paint. Daily welding reports in the proforma suggested by BHEL should be submitted the next day morning without fail.
- 4.1.8** The contractor shall take all reasonable care to protect the materials and equipments during erection.
- 4.1.9** All welders shall be tested and approved by BHEL Engineer / client of BHEL before they are actually engaged on work. BHEL reserve the right to reject any welder without assigning any reason.
- 4.1.10** In case of any class of work for which there is no such specifications as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of BHEL Engineer at the quoted rates only.
- 4.1.11** BHEL Engineer is entitled to stop any welder from his work if found unsatisfactory for any technical reason or there is a high percentage of rejection the work welded by him which, in

the opinion of BHEL Engineers, which adversely affect the quality of welding, though the welder has earlier passed the tests.

**4.1.12** All charges for testing of welders including destructive and non-destructive tests shall have to be borne by the contractor.

**4.1.13** All welded joints shall be subject to acceptance by BHEL Engineer/client.

**4.1.14** The contractor shall make suitable security arrangements including employment of security personnel (round the clock) to ensure the protection of all materials/equipments and works from theft, fire, pilferage and any other damage and loss erection site, till the contract is getting over.

#### **4.1.15 TESTS**

1. The contractor shall supply manpower and consumables to carry out the required tests on the equipments such as Gas tightness test by smoke test method or kerosene method and other tests such as Performance Guarantee test etc., to be specified by the Resident Engineer, BHEL at free of cost.
2. All the above tests should be repeated till all the equipments satisfy the requirement/obligation of BHEL to their customer.
3. **PRE-COMMISSIONING TEST AND COMMISSIONING OF THE UNITS:**
  - i. Commissioning of the equipments will involve trial runs of the equipment erected, and any other works incidental to commissioning. Contractor shall supply labour for all these without any extra cost under this contract.
  - ii. In case any defect is detected during tests, trial runs such as loose components, undue noise or vibration, strain on connected equipment etc., the Contractor shall immediately attend to these defects and take necessary corrective measures. If any part of the equipment needs repair, rectifications or replacement, the same shall be done by the Contractor at his cost. The parts to be replaced shall be provided by BHEL.
  - iii. During this period, though the BHEL's/Client's staff will also be associated in the work, the Contractor's responsibility will be to arrange for the complete labour requirement for the successful trial run of equipment till it is handed over to customer.
  - iv. It shall be specifically noted that the above employees of Contractor will have to work round the clock along with the BHEL Commissioning Engineers and hence any overtime payment so involved, the Contractor's quoted rates shall be inclusive of all these factors also.
  - v. During commissioning attending to leakages may arise. The quoted rate of Contractor shall be inclusive of all such works.
  - vi. In case any rework is required because of Contractor's faulty erection which is noticed during commissioning the same has to be rectified by the contractor at his cost. If, during commissioning, any improvement or rectification due to design requirements is involved the same shall be paid at man-hour rates quoted. For this purpose, daily labour report indicating there in, nature of work carried out, consumables used etc., shall be maintained by contractors and for signed by BHEL Engineers every day.

#### **4.1.16 PROGRESS OF ERECTION WORK:**

1. During the course of Erection, if the progress is found unsatisfactory, or if the target dates are to be advanced, or in the opinion of BHEL if it is found that the welders employed are not sufficient, BHEL will induct on work their own welders, in addition to Contractor's welders working and recover from the Contractor's bills the charges incurred for engaging the welders with the overheads. This is binding on the Contractor.
2. In case the Contractor's progress is found unsatisfactory, BHEL may deploy unskilled, semi-skilled, skilled operators, Technicians and other required manpower and will assist in improving the progress. All the expenses incurred for, will be recovered from Contractor's bills with overheads.
3. It is obligatory on the part of the Contractor to give daily feed back on progress of erection.

#### **4.1.17 PAYMENTS FOR WORK COMPLETED:**

1. The Tenderer shall quote separate rates for each Unit in the rate schedule appended. No eraser should be used and no overwriting is acceptable.
2. Subject to any deduction which BHEL may be authorized to make under the contract, the Contractor shall on the certificate of the Engineer at site, be entitled for payment as explained in the payment terms in the tender specification.

#### **4.2 SCOPE OF DISMANTLING:**

The Scope of work will comprise of but not limited to following:

- 4.2.1** Disconnection and dismantling of existing TAPH cold end blocks, mechanical structures / ducts / platforms etc. to the extent required at site for retrofitting of new TAPH in the existing boiler system as per the instruction of Site in-charge, loading of dismantled components to transport equipments, transportation to BHEL'S Clients storage yard after weighment, if required, and unloading etc., by supplying required manpower, all consumables and using contractors own trucks, lorries, tractors, trailers, cranes and other unloading, transporting and material handling equipments (having valid permission for their operation)

#### **4.2.2 PROGRESS OF DISMANTLING WORK:**

1. During the course of dismantling if the progress is found unsatisfactory, or if the target dates to be advanced, or in the opinion of BHEL if it is found that the workers employed are not sufficient BHEL will induct on work their own workers in addition to contractor's workers and recover from the contractors bills the charges incurred for engaging the workers with the overheads. This is binding on the contractor.
2. In case the contractor's progress is found unsatisfactory, BHEL may deploy gas cutters, fitters and technicians etc., and will assist in improving the progress. All the expenses incurred for will be recovered from contractors bill with overheads.
3. It is obligatory on the part of the contractor to give daily feedback on progress of dismantling.

#### **4.3 SPECIAL REQUIREMENTS**

- 4.3.1** The entire work of dismantling of existing TAPH and erecting new TAPH blocks shall be completed within the time specified in the time schedule.

**4.3.2** The contractor has to indicate their ability in completing the contract in all respects shorter than the period mentioned in the time schedule.

**4.3.3** As time is the essence of this contract, the contractor shall be able to mobilize his manpower round the clock for the entire period to complete the work within the stipulated time.

**4.3.4** The contractor should be able to mobilize all the tools, plants and consumables necessary for three shifts operation to meet the requirements.

**4.4** IMPORTANT GENERAL & SPECIAL CONDITIONS OF CONTRACT :

**4.4.1** RETURN OF SECURITY DEPOSIT:

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and their client and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL, handed over / lent to them for carrying out the said works, security deposit will be released to the contractor after deducting all the cost of expenses, if any, under other contracts entered in to with the contractor. It may be noted that in no case the security deposit shall be refunded /released prior to passing of the final bill.

**4.4.2** IDLE LABOUR

If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE conditions, the agreed time of completion of the 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 about the causes of delay. The contractor shall not be eligible for any other compensation.

**4.5** RIGHTS OF BHEL IN CASE OF POOR PROGRESS OF WORK:

To get the work done through other agencies at the risk and cost of the contractor, in the event of contractor’s poor progress or inability to execute work, persistent disregard to instructions of BHEL, assignment transfer, subletting of contract without the permission of BHEL, non-fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL’s supervision charges and overheads from the security deposit / other dues.

## **SECTION-V**

### **5.1 Scope of Contract**

The indent of this specification is to provide services for execution of projects according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards the work allotted shall not relieve the contractor of the responsibility of providing such services/facilities to complete the project or portion of project awarded to him. The quoted rate shall deem to be inclusive of all such contingencies.

- 5.1.2** The contractor shall carry out the work in accordance with instructions/drawings/specification standard practices supplied by BHEL from time to time.
- 5.1.3** Provision of all types of labour, supervisors, Stores staff, watch and ward as required, tools and tackles, consumables as specified under various clauses of Tender Specification for unloading, erection, testing and commissioning and dismantling of existing structures.
- 5.1.4** Proper out turn as per BHEL plan and commitment.
- 5.1.5** Completion of work in time.
- 5.1.6** Good quality and accurate workmanship for proper performance of equipment.
- 5.1.7** Repair and rectification.
- 5.1.8** Re-conservation/preservation of all components.

### **5.2 FACILITIES TO BE PROVIDED AND DEVELOPED BY THE TENDERER AT HIS COST**

- 5.2.1** It shall be the responsibility of the contractor to construct his own office shed, stores shed, labour tonements, with all facilities like electricity, water supply, sanitary arrangements in the area allotted to him for the purpose.
- 5.2.2** Distribution of water for construction purposes and as well as drinking purpose from the single point provided by BHEL to various works fronts shall be the Contractor's responsibility and at his cost.
- 5.2.3** Necessary meters for recording consumption of water and power for cost analysis purpose and maintenance of the same during execution period shall be Contractor's responsibility.
- 5.2.4** Provision for distribution of electrical power from the given single central point to the required places with proper distribution boards, approved cable laying, including supply of all materials like cables, switch boards, pipes, etc., observing the safety rules laid down by the Electricity Authority of the State/BHEL/their customer shall be the responsibility of the tenderer /contractor.
- 5.2.5** As there are bound to be interruptions in regular power supply, power cut/load shedding in any construction site due to inherent power shortage in State on this account, suitable extension of time only be given and contractor is not entitled for any compensation. Such interruptions should be intimated to BHEL by the contractor timely It shall be the responsibility of the contractor to have at least a few diesel operated welding generator sets to get urgent and important work done with out interruption.

- 5.2.6** Adequate lighting facilities such as flood lamps, 24V Safety lamps and area flood lighting shall be arranged by the Contractor at the site of constructions, pre-assembly area, Contractor's material storage area and at access roads etc., at his cost.
- 5.2.7** For the purpose of Planning, Contractor shall furnish along with tender, the estimated requirement of power (month wise) for execution of work in terms of maximum KW demand.
- 5.2.8** On completion of work, all the temporary buildings, structures, pipelines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, the same will be arranged to be removed and expenditure therefore will be recovered from the Contractor. The decision of BHEL Engineer in this regard is final.
- 5.2.9** The Contractor shall provide all materials required for scaffolding, form work and centering wherever necessary for erection should arrange at his cost.
- 5.2.10** Depending upon the nature of work and availability of facilities locally, Contractor may have to arrange for a temporary work-shop for facilitating uninterrupted progress of work.
- 5.2.11** The contractor shall secure and maintain comprehensive including third party insurance for appropriate amount to protect your and our interest against all risk and claims to the men/women or for labour force. If failure in securing the insurance policies in this regard shall not absolve you from reimbursing to us for any loss / damages / injuries or death to any person.
- 5.2.12** The contractor shall be fully responsible for obtaining labour licence/approval if any, from State/Central/Local authorities at his own cost and risk.
- 5.2.13** It is the responsibility of contractor to obtain approval from statutory authorities like pollution control board, Factory Inspectorate etc., if necessary.
- 5.3 GASES**
- 5.3.1** All required gases like oxygen / Acetylene / LPG for the work shall be supplied by the Contractor at his cost. It shall be the responsibility of the Contractor to plan the activities and store sufficient quantity of these gases Non-availability of gases cannot be considered as reason for not attending the required progress.
- 5.3.2** In case of improper arrangement of above gases, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's bill at market value plus BHEL departmental charges as may be fixed from time to time and postponement of recoveries is not permissible. The decision of BHEL Engineer in this regard is final and binding on the Contractor.
- 5.3.2** BHEL reserves the right to reject the use of any gas in case the required purity is not maintained.
- 5.3.3** The Contractor shall submit Weekly / fortnightly / monthly statements / reports regarding consumption of above gases for cost analysis programme.
- 5.3.4** The Contractor shall ensure safekeeping of the inflammable cylinders at separate place away from normal habit with proper security etc.

## **5.4 ELECTRODES**

- 5.4.1** All the electrodes required shall be arranged by Contractor at his cost. It shall be the responsibility of the Contractor to obtain prior approval of BHEL before procurement, regarding suppliers, type of electrodes etc. On receipt of the electrodes at site, it shall be subjected to inspection and approval of BHEL. The Contractor shall inform BHEL, the details regarding type of electrode, batch number, date of expiry etc.
- 5.4.2** Storage of electrode shall be done in an air-conditioned / controlled humidity room as per requirement.
- 5.4.3** Shortage of any of the electrodes for the equipment suggested by BHEL shall not be quoted as reason for deficiency in progress or for additional rate.
- 5.4.4** BHEL reserves the right to reject the use of any electrodes at any stage, if found defective because of bad quality, improper storage, quality, date of expiry, unapproved type of electrodes etc. It shall be the responsibility of the Contractor to replace at his cost with out loss of time.
- 5.4.5** All electrodes shall be dried in the electrodes drying oven to the temperature and period specified by BHEL Engineer before they are used for erection work. Electrode drying ovens shall be provided by the contractor.
- 5.4.6** In case of improper arrangement for procurement of above electrodes, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bills at market value plus the departmental charges of BHEL communicated from time to time. Postponement of such recovery is not permitted.
- 5.4.7** Contractor shall submit weekly / fortnightly / monthly statement / reports regarding consumption of electrodes of all types for cost analysis purpose.

## **5.5 CRANE AND OTHER TOOLS AND TACKLES**

- 5.5.1** All the T&P including Cranes, trucks, Lorries, tractors, trailers etc required for the satisfactory execution of work shall be arranged by the Contractor. BHEL will not arrange any Tools and Plants.
- 5.5.2** All the T&P arranged by the Contractor including electrical connection wherein required shall be reliable / proven tested with necessary test certificate.
- 5.5.3** All the T&P, lifting tackles including wire ropes, slings, shackles and electrically operated equipments arranged by Contractor shall be got approved by BHEL Engineer before they are actually put on use.
- 5.5.4** Civil works required for safe and efficient operation of tools and tackles shall be the Contractor's responsibility.
- 5.5.5** Contractor shall take into consideration the above clauses and quote the rates as called for in the rare Schedule.

## **5.6 SUPERVISORY STAFF AND WORKMEN**

- 5.6.1** The Contractor shall supply all skilled workmen like welders, gas cutters, riggers, erectors, carpenters, fitters, electricians etc., in addition to other skilled, semi-skilled, unskilled

workmen required for all the works of receipt, material handling, transportation, erection, testing and commissioning & dismantling contemplated under this specification. Only fully trained and competent men with previous experience in the job shall be employed. They shall hold certificates wherever necessary. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist or removal of any employee of the Contractor shall for with remove him.

- 5.6.2** 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 by Contractor and in general see that the works are carried out in a safe and proper manner and in co-ordination with other labour and staff employed directly by BHEL or other contractors of BHEL or BHEL'S client.
- 5.6.3** The contractor shall also furnish daily labour report showing by classification the number of employees engaged in various categories of work and a progress report of work as required by BHEL Engineer.
- 5.6.4** The work shall be executed under the usual conditions affecting major power plant constructions and in conjunction with numerous other operations at site. The Contractor and his personnel shall co-operate with other personnel and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 5.6.5** The Contractor's supervisory staff shall execute the work in the most substantial and work man like manner in the stipulated time Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship confirm to the dimensions and tolerances given in the drawings/instructions given by BHEL Engineers, from time to time.
- 5.6.6** The Contractor shall employ the necessary number of qualified and approved full time electricians at his cost to maintain his temporary electrical installation till the completion of work.
- 5.6.7** It is the responsibility of the Contractor to engage his workmen in shifts or on over time basis for achieving the target set by BHEL and also during the period of commissioning and testing The Contractor's quoted rate shall include all these contingencies.
- 5.6.8** In case Contractor's progress is found unsatisfactory BHEL may deploy fitters, welders, operators and technicians on BHEL rates and will assist in improving the progress. All expenses incurred for will be recovered from Contractor's bill.
- 5.6.9** If the Contractor or his workmen or employees shall break, deface, injure or destroy any part of building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees or any other property or to any part of erected components etc., the Contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL'S decision is final) from any money due from the Contractor.

## **5.7 CIVIL WORKS**

### **5.7.1 NOT APPLICABLE**

## **5.8 Scope of material handling**

- 5.8.1** While BHEL/ Client will endeavor to store/stack/identify materials properly in their open/closed storage yard/shed, it shall be Contractor's responsibility to assist BHEL in identifying materials well in time for erection, taking delivery of the same, following the

procedure indicated by BHEL and transport the materials safely to erection site in time, according to programme.

- 5.8.2** The Contractor shall identify necessary supervisor/labour for the above work in sufficient quantity as may be needed by BHEL for areas covering their scope.
- 5.8.3** It shall be the Contractor's responsibility to arrange for necessary crane/tractor/trailor or trucks/slings/tools and tackles /labour/including operators for loading from storage yard on to transport equipment, move it to erection site and unload the same at erection site and to erect the TAPH blocks and components and the quoted rate shall include the same. Tenderers may please note that the storage yards are at an approximate distance of 1.50 km from erection site.
- 5.8.4** All equipments so used by Contractor shall be of proven quality and safe in operation as approved by BHEL Site Engineer's from time to time.
- 5.8.5** Any loss/damage to materials issued to Contractor shall be made good by him or BHEL will arrange for replacement at cost recovery basis and decision of BHEL shall be final.
- 5.8.6** The Contractor shall take delivery of components and equipment and special consumables from storage area after getting the approval of BHEL Engineer on standard indent forms.
- 5.8.7** In the event of Contractor's inability to arrange in time any of the above equipment/T&P etc., if possible BHEL shall provide the same on specific written request from the Contractor subject to the availability of equipment on the normal hire charges of BHEL, applicable from time to time and recoverable from Contractor's subsequent month's running bills.
- 5.8.8** All the surplus, damaged unused materials, package materials/containers, special transporting frames, gunny bags etc. supplied by BHEL shall be returned to BHEL Stores by the Contractor.
- 5.8.9** The Contractor shall have total responsibility for all equipment and materials in his custody, stores, loose, semi-assembled, assembled or erected by him at Site.
- 5.8.10** The Contractor shall make suitable security arrangements (round the clock) including employment of security personnel to ensure the protection of all materials/equipments and works from theft fire, pilferage and any other damage and loss at Site.
- 5.8.11** The Contractor shall ensure that all the packing materials and protection devices used for the various equipments during transit and storage are removed before these equipments are installed.
- 5.8.12** All equipments shall be handled very carefully to prevent any damage or loss. No bars, wire ropes, slings etc., shall be used for unloading and/or handling of the equipments with out the specific written permission of the Engineer. The equipment from the storage yard shall be moved to the actual site of erection/location at the appropriate time as per the direction of BHEL Engineer so as to avoid damage for such equipment at Site.
- 5.8.13** The Contractor shall take all reasonable care to protect the materials and work till such time the erected equipment has been taken-over by BHEL/their client. Whenever necessary suitable temporary fencing and lighting shall have to be provided by the Contractor as a safety measure against accident and damage of property of BHEL, suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous.
- 5.8.14** The Contractor shall be responsible for taking all safety precautions during the constructions and leaving the site safe at the end of each working day and at all times. When the work id

temporarily suspended, he shall protect all construction materials, equipments and facilities from causing damage to existing property interfering with the operation of the station when in goes into service. The contractor shall comply with all applicable provisions of the safety regulations, clean up programme and other precautionary measures, which the BHEL has in effect at the Site.

**5.8.15** All lifting tackles including wire ropes, slings, shackles etc., used by the Contractor shall be got approved by BHEL Engineer at Site before they are actually put on the work.

**5.8.16** The Contractor shall take delivery of equipment from storage yard/stores/sheds. He shall also make arrangements for verification of equipment, scrupulously maintain records and keep safe custody, watch and ward of equipment after it has been handed over to him till these are fully erected and tested and commissioned and taken over by BHEL's client. The stolen/lost/damaged good shall have to be made good by the contractor at his own cost.

## **5.9 Preservation of Components**

**5.9.1** NOT APPLICABLE

## **5.10 DRAWING AND DOCUMENTS:**

**5.10.1** The detailed drawings, specifications, available with BHEL Engineers will form part of this Tender Specification These documents will be made available to the Contractor during execution of work at site.

**5.10.2** One set of necessary drawings to carry out the erection work will be furnished to the Contractor by BHEL on loan, which shall be returned to BHEL Engineer at Site after completion of work. Contractor's personnel shall take care of these documents given to them.

**5.10.3** Should any error ambiguity be found in the specification or information, the Contractor shall for with bring the same to the notice of BHEL before commencement of work BHEL's interpretation in such cases shall be final and binding on the Contractor.

**5.10.4** The data furnished in various appendices and the drawings enclosed with this tender specification describes the equipment to be installed, tested and commissioned under this specification briefly. However, the changes in the design and in the quality may be expected to occur as is usual in any such large scales of work.

**5.10.5** Deviation from design dimensions should not exceed permissible limit. The Contractor shall not correct or alter any dimension/details, without specific approval of BHEL.

## **5.11 SITE CLEANLINESS AND SAFETY REQUIREMENTS:**

**5.11.1** During the course of construction, alternation or repairs, scrap lumber with protruding nails, sharp edges etc., and all other debris shall be kept cleared from working areas, passageways and stairs in and around Site. Proper house keeping is the responsibility of the Contractor.

**5.11.2** Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safe means shall be provided by the Contractor to facilitate such removal. If this is not done regularly, BHEL will get the job done and debit the cost to Contractor.

**5.11.3** Rigging equipments for material handling shall be inspected prior to use of each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service. Necessary test certificates have to be provided by the Contractor for the rigging

and handling equipments brought by them. Otherwise this will be got to be done by BHEL and the cost will be debited to Contractor.

- 5.11.4** Rigging equipment shall not be loaded in excess of its recommended safe working load.
- 5.11.5** Rigging equipment when not in use shall be removed from the immediate work area so as not to present a hazard to employees.
- 5.11.6** The Contractor will notify the Engineer his intention to bring on to site any equipment or any container with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used during the performance of the works and the Contractor shall strictly adhere to such instructions. BHEL Engineers shall have the right to inspect any construction plant and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained.
- 5.11.7** Where it necessary to provide and/or store petroleum products or petroleum mixture and explosives, 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 petroleum Act., Explosive Act and Petroleum and Carbide of Calcium Manual, published by the Chief Inspectorate of Explosives of India. All such storage shall have prior approvals of BHEL Engineer. In case any approvals are necessary from the Chief Inspector of Explosives of any other statutory Authorities, the Contractor shall be responsible for obtaining the same.
- 5.11.8** Valve protection caps shall be in place and secured.
- 5.11.9** 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.
- 5.11.10** When cylinders are transported by powered vehicles, they shall be secured in vertical position.
- 5.11.11** All workmen of the Contractor working in construction areas shall wear safety shoes, safety helmets, & safety belt (when working at heights). Contractor shall insure his workmen against all accidents, and the policy shall be presented to BHEL. In case of failure to do so BHEL will arrange the same and the expenditure towards this will be debited to the Contractor including BHEL over heads. In case the Contractor fails to provide necessary safety equipments to workmen, BHEL will provide the same to the workers and recover the cost of equipment along with BHEL overheads.
- 5.11.12** All the above safety conditions are not exhaustive but gives an idea for the Contractor and the Contractor shall adhere to all the safety precautions given by the BHEL Engineer at Site. Such of those workmen who do not follow safety precautions shall be turned out from Site. They will not be allowed to work until they fulfill safety regulations.
- 5.11.13** Contractor shall arrange at his cost suitable flood lighting arrangement at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
- 5.11.14** The Contractor shall be responsible for provision of all the safety notices and safety equipments as enjoined on him by the application of relevant statutory regulations/provisions and/or as called upon by the BHEL Engineer and their client from time to time.
- 5.11.15** The Contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.

- 5.11.16** The Contractor shall ensure the safety of all the workmen, material and equipments either belonging to him or to others working at site.
- 5.11.17** It will be the responsibility of the Contractor to ensure safe lifting of the equipments, taking due precaution to avoid any accidents and damages to other equipments and personnel.
- 5.11.18** The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at Site.
- 5.11.19** All the Contractor's Supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the Contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of safety measure.
- 5.11.20** Contractor shall provide enough fire fighting equipment of the types and numbers at his office, temporary structures, labour colony area etc. Access to such fire fighting 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 responsibilities and liabilities to fire accident occurring.
- 5.11.21** The Contractor shall at his cost remove from the vicinity of work, all scrap packing materials rubbish unused and other materials and deposit them in places specified by BHEL engineer to keep the work Site clean and tidy.
- 5.11.22** For this purpose the mechanical completion of erection work shall be deemed to be completed in all respects only when the trial runs of motors and gas tightness tests are completed and certified so by BHEL Engineer. The decision of BHEL in this respect shall be final and binding on the contractor.
- 5.11.23** The commissioning of the unit shall be deemed to be completed in all respects only when all the equipments are tested and commissioned and the Unit is ready for commercial operation.

## **6.0 PRICE ESCALATION:**

- 6.0.1** The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates is allowed under any circumstances.
- 6.0.2** However, the Contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously for the entire contractual period including total extended period.
- 6.0.3** In case due to unforeseen circumstances and due to reasons not attributable to the Contractor, the work gets delayed and completion time gets extended as per Bar Chart from the date of actual start of work at Site, the Contractor shall not be entitled for any over run compensation for a period of first 3 months after the Contractual completion date. However, the contractor shall be paid over run charges for extension in the completion period beyond 3 months as stated above and for reasons not attributable to the Contractor. This shall be mutually discussed and settled at that time.

**SPECIAL CONDITIONS OF CONTRACT****SECTION – X  
TECHNICAL DESCRIPTION**

**The technical description given below is only for the purpose of a general understanding of the equipment to be erected. This does not constitute the complete scope of work. The complete scope of work shall be as per the detailed tender specification and drawings.**

**Tubular Air Preheater**

Tubular Air Preheater is a Recuperative type Heat Exchanger with Cross Flow construction. The Gas flows inside the tubes & Air over the tubes with staggered tube arrangement.

The Tubular Air Preheater heating element consists of a number of tubes welded at each end into tube plates to form banks. The tubes are enclosed in steel casing, which forms the passage for airflow. Tubes are of size Dia. 45 x1.5 thick made of ASTM A423 Gr I material i.e low alloy corrosion resistance material. As the tube length is more Middle Tube Sheet is provided to minimise Tube Vibration.

Bokaro Tubular Air preheater has two gas streams each having 4 air passes. Top blocks with 2 air passes and Bottom block with 2 air passes. Bottom blocks consists of 8 blocks (4 Right & 4 Left) per boiler. Each block consists of Housing structure, side walls, man holes, heating elements, upper barrier, lower barrier, central sealing parts, upper sealing, inserts etc. Housing structure is common for 4 blocks.

BHEL scope is replacement of Bottom blocks (Cold end) heating elements, upper barrier, lower barrier and central sealing parts. The approximate weight for above scope is 171 Tons/Boiler. Approximate weight of heaviest component to be handled is 21 Tons. Adjacent ducts and Expansion joints are not in BHEL scope.

Sealing sheets supplied shall be bolted in the casing to arrest leakage of air. Ferrules (Protective tubes) are to be inserted in the top of tubes to resist tube erosion.

The Air preheater heating elements are to be housed in housing structure available at site and welded to the adjacent heating elements as per the General arrangement drawing. Finally adjacent ducts and expansion joints are to be connected to the blocks.

The list of materials supplied for retrofitting of TAPH is attached for understanding the quantum of work.

**ANNEXURE TO TECHNICAL DESCRIPTION**

**List of materials/components supplied by BHEL for retrofitting of TAPH**

**(The quantities indicated below are for one Unit only)**

<b>SL.NO</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>Total WT in MT</b>
1.	HEATING ELEMENT BLOCKS	4	81.015
2.	HEATING ELEMENT BLOCKS	4	81.015
3.	PL.16X115X150	8	0.015
4.	PIN D.40X120	16	0.019
5.	PL.6X80X5970	2	0.045
6.	LOWER BARRIER-I	4	1.109
7.	LOWER BARRIER-II	4	1.274
8.	UPPER BARRIER-I	4	1.075
9.	UPPER BARRIER-II	4	1.245
10.	SHEET 1.214X114X2000	8	0.018
11.	SHEET 1.214X114X910	8	0.080
12.	SHEET 4.0X40X2840	8	0.028
13.	SHEET 1.214X114X1090	8	0.009
14.	SHEET 1.214X114X968	8	0.008
15.	SHEET 4.0X40X1990	8	0.020
16.	SCRU HEX A8.8 M12X30	168	0.007
17.	PROTECTIVE INSERT TUBE	11960	4.186
18.	PROTECTIVE INSERT TUBE	96	0.091

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## SPECIAL CONDITIONS OF CONTRACT

### SECTION – VII

#### SAFETY STANDARDS FOR B.P.S.C.L. CONTRACTORS

Following are the safe working procedures to be adopted by all contractors for their workmen during the execution of contract. At the time of starting the contract work these conditions are to be carefully read and understood and clarification needed may be sought from concerned site in charge of the safety officer.

1. Before gate passes are made concerned persons with full details /particulars are to undergo extensive safety training at B.S.L., training center. Lecture regarding all safety practices and procedures will be explained in detail by the safety representative of B.P.S.C.L. the preferred date for safety training is FRIDAY of every week if it is not a holiday. After the successful completion they will be issued a safety certificate individually.
2. After the gate passes are made all the concerned persons have to undergo departmental safety training at plant premises. Here mainly safety lectures regarding concerned job. And site will be delivered by the safety representative along with the site in charge if needed.
3. After departmental safety training a certificate will be forwarded. Certified and authorized by site in-charge of B.P.S.C.L., respectively.
4. All the persons supposed to work at site have to produce valid medical fitness certificate from a recognized medical practitioner proving they are fit to work in the industry.
5. All the persons whose gate passes are made and have reported at work site should be registered in the ADULT register with all details possible.
6. All the persons whose names are registered in the adult register should be issued with all necessary personal protective equipments, necessary for during the execution of the work. They generally include safety shoes, safety goggles, canvas/asbestos/nylon hand gloves, safety equipments, necessary certificates from manufacturers need to be produced before hand and should be produced to the concerned safety officer of B.P.S.C.L.
7. The site in charge from contractor should notify the working hours/shift for its personnel tentatively and get it certified by the site in charge and safety officer duly.
8. First aid box should be provided at the site and the contents should be duly certified by the safety officer and in that box nothing except the first aid items are allowed.
9. Until all the above points are fulfilled the job should not be started at any cost.
10. For Sundays, holidays and night shift working separate permission has to be sought before hand through the officer in –charge of the contract.
11. Adhering to safe practices and making all workmen adopt the same is the responsibility of the contractor .during routine or surprise check by B.P.S.C.L. representative if any violation is found the party will be suitably fined/reprimanded and further violations may be lead up to the termination of contract.
12. If any subcontractor is employed by the main party (as per the contract agreement) the responsibility of subcontract workers safety also lies with the main party. Before start of the job even the subcontractor should maintain all the above documents and clearances.
13. At the beginning of every shift of working the contractors should ensure safety talk is delivered pertaining to that days work in particular. The main purpose being to educate the working persons about the hazards on that particular working area.
14. No job should be started or conducted with out the supervisors presence at site. One or many supervisors may need to be employed as per the need of the job and it's critically/importance. If the job is sublet supervisor from subcontractor side should also be present during job execution.

15. Tools and tackles used should be of standard make to avoid unprecedented failures causing accidents.

#### 16. FOR LIFTING TACKLES

- a. Chain blocks where ever employed should have proper/valid load test certificates. They should be load tested at least 1.5 times their safe working load. The chain block should be properly numbered/marked by paint to ascertain the certificate's authenticity.
- b. The chain blocks should have the end covers properly in position to avoid damage to the workings gears.
- c. Proper / tested hooks should be used as accessories for the blocks.
- d. Before employing the chain block the weight of the item being lifted should be properly ascertained to avoid overload failures of lifting tackles.
- e. The hanging arrangement from which the chain pulley is arranged should be ascertained to sustain the maximum lifting capacity of the chain block.
- f. In no case the chain operating the primary pinion should be left out of control as it may lead to sudden down travel of the load in case of unexpected locking failure.
- g. Slings used should be clearly marked with safe working load punched on the crimp.
- h. Slings should be free from any cuts, burrs, ripples or any deformities which may cause premature failures.
- i. Slings should be properly stored after usage free from moisture, acidic fumes / electric sparks. Rusted / corroded slings should never be used.
- j. Slings when to be operated on sharp edges, proper/ suitable dampeners should be used to prevent damages to the slings.
- k. Slings should never used in knots, which in turn damages the wires.
- l. While joining two slings D shackle must be used to facilitate free sliding . it is prohibited to use an ordinary bolt in place a forged pin (screw) provided with the individual D shackle.
- m. Never use a deformed/doubtful D shackle while lifting loads.
- n. Never allow the sling to slide on any surface while lifting loads.
- o. Loads should be lifted in vertical direction only. If not multy angle lifting arrangements can be made. While lifting the loads from static position at an angle pre damping arrangements should be arranged to avoid swing of the load once it gets off the support.
- p. The rigger should maintain a safe distance to avoid injury due to the swing if any. In no case he should lift a load standing below it, whether it is lifted manually/ by power operated mechanism.
- q. While using eye bolts, they should be of forged nature only and should be free from cuts, burrs, bending or cracks. In no case a fabricated eye bolt should be used for lifting loads.
- r. While lifting loads the rigger should give clear and distinct signal at a time and he should be at a place from where the load lifting operator can see the signal clearly.
- s. While giving the signal it is preferred that the hand by which signal is given is free from hand gloves to enhance the clarity of the signal.
- t. Eyebolt should be properly selected for a particular load and it should be full tightened till the base is in contact with the root of eyebolt. In no case load should be lifted with a loosely fit eyebolt as it may cause unscrewing in the process of lifting.
- u. While lifting loads at a height it is safe to hold the load by a rope to avoid undue rotation/swing.
- v. Manila ropes are used only for marginal load lifting that too when the rope is in very good condition. If it is worn/old/mutilated/torn then it is not supposed to be used and be preferably disposed off.
- w. While placing the loads at a height it is necessary to ensure that the platform/supports is capable of taking that much of load.
- x. Similarly while fastening/hanging chain pulleys/winches the supports should be ensured to bear the lad that is being lifted/moved.
- y. If power machines are being employed for then their limit switches/brakes should be tested and get certified by the concerned E.I.C. and safety officer.
- z. In no case hand operated winches should be used for lifting of loads. They are prohibited in B.P.S.C.L. If the lifting mechanism is being used in hot zones then it is necessary to ensure the hemp of the sling/rope is not of wick but of a fireproof material.

- aa. In case where a heavy load is being lifted for the time, then just before lifting it is necessary to check the sling is not getting is not getting hot due to overloading. Only then one should lift the load freely.

#### 17. FOR WORKING AT HEIGHTS:

- a) All the persons who are supposed to work at heights should have a proper medical certificate and should have valid height pass issued by D.S.O.
- b) The site supervisor should deliver safety talk before starting the work at height.
- c) Every one should wear a certified safety belt securely fastened to a rigid support with a fall length not more than 1.8 meters.
- d) In case no rigid support is available an alternate life line should first be developed/ensured and then fastened.
- e) The scaffolding should be prepared to support double the weight than it is being operated with for the safety of the workman. Preferably it should be made of steel structures if possible .while the scaffolding is being made for the first time alternate life saving system should be ensured for the workmen.
- f) The base over the scaffolding should be flat properly secured and free from slippery conditions.
- g) Scaffolding should be provided with railing to protect from accidental falls.
- h) Scaffolding should have an easy access by a safe temporary ladder with hand railings. This should be rigidly secured to the scaffolding. The gap between the two steps of the ladder should be such that it is easy and safe to climb and get down.
- i) No welding at height is allowed in rain / mist as this may cause electric shock. While doing gas cutting at heights all necessary precautions to avoid back fire should be taken. One person should always be available at the gas cylinders. No gas cutting is allowed on bamboo scaffoldings.
- j) Illumination arrangements should be such that no temporary connections which in turn may lead to shock-circuits provided. Flood lights are so arranged that they do not disturb the vision of the workmen,(especially while climbing up and down the scaffolding). If needed the light orientation needs to be changed.

#### 18. FOR GAS CUTTING & WELDING:

- a) If the joints are of high pressure then the welder should possess a certificate duly issued by a competent authority, similarly a gas cutter should also have proper authority. These should be certified by the E.I.C. and safety officer where ever needed.
- b) During welding the welder should adopt all P.P.E. like welder's helmet, black glass, proper hand gloves, cotton apron and shoes with rubber sole.
- c) The current should be so set that no overheating of electrode takes place, the used butt of the electrode should be disposed in a proper place so as to avoid fire accidents at a later stage.
- d) Cutting of metal by an electrode meant for welding is prohibited. For that purpose cut rods should be used.
- e) The cable should be of proper current carrying capacity and should be designated for welding purpose. Welding by ordinary cables is strictly prohibited. The terminals at the welding machine should properly bolted to avoid sparking. The earthing cable should also be properly bolted to a certified place.
- f) While welding on S.S materials wearing glasses is a must for the helper as the slag breaks off unexpectedly even without chipping.
- g) While working on G.O pipes, welding in the fumes for an extended period is prohibited. The welder should be provided with a separate breather for allowing fresh air.
- h) While gas cutting proper nozzle size of cut pipe should be used. Nozzle holes should be kept clean to avoid back firing. In no case the hose clamps of suitable size. If any cuts/cracks observed immediately the hose pipe is to be replaced.
- i) In no case a leaking cylinder should be allowed in the working. The cylinders should never be transported by rolling. They should always be done on trolleys. The cylinders should properly be color coded for easy and correct identification.
- j) In no case oxygen cylinder accessories be lubricated. Never should be exchanged or mixed with hydrogen cylinders.

- k) When doing gas cutting one experienced person should be posted to operate the cylinders in case of accidental backfire.
- l) Every time gas cutting is done suitable fire fighting equipment availability should be ensured before hand. After the job is over it is necessary to ensure there is no hot points left over the surroundings which may lead to a fire in due to course of a time .especially in coal heaps the top seems to be o.k. but the inside layer may be burning hot.
- m) Before starting welding or gas cutting necessary permission /inflammable gas presence.
- n) In case of a gas prone pipe lines, every time a break is given in welding, before next run is started, gas clearance has to be obtained from a gas safety personnel.
- o) Where ever no spark/mo weld signals are provided before doing/starting the jobs there, prior clearance from E.I.C. to be obtained.
- p) Grinding machine should be preferable of insulated material if not then the machine to be properly earthed to avoid shock.
- q) The grinding wheel being used should be suiting to the speed of the machine and the expiry date should not have crossed.
- r) Proper goggles/hand gloves should be worn by the operator. The operator should not wear any loose clothes or hold cotton waste /cleaning cloths in his hand while grinding.
- s) While connecting the machine the plug point should be in the vicinity of the operator so that in emergency it can be switched off.
- t) In case of heavy grinding the machine should be securely hanged to avoid accidental falling.
- u) In bench grinders it is prohibited to work on a machine by removing the guard.

#### 19. FOR CONFINED SPACES:

- a) Persons should have a valid medical certificate.
- b) Before start of the job every day, permission has to be taken if necessary gas safety clearance may need to be obtained.
- c) There should be additional ventilation provided in the confined space.
- d) The working person should be provided with a life line for saving in case of an emergency.
- e) The person working should always be in the visible region of the saver. If necessary an additional man hole to be provided for ventilation /safe retrieval of the persons working.

#### 20. FOR TOOLS AND TACKLES /APPLICATION :

- a) All the tools and tackles should be declared fit for use by the contractor before start of the job and they should of standard make to avoid unexpected failures and injuries. Any damaged tools should not be used preferably unless they are repaired by the certified agencies
- b) Well trained operators should be used for handling power tools like grill/grinding /hydraulic machines.
- c) All the electric machines should be provided with earthing unless started.
- d) Hydraulic jack accessories should be kept safe as the damaged ones can cause severe accident due to leakage of excessively high pressure oil sand consequent hose whipping.
- e) While working with h-jacks they should be properly supported otherwise sometimes they may break open the supports while getting loaded.
- f) While applying hydraulic forces a chart corresponding loads to pressures should be kept along to avoid accidental overloads and consequent physical injury to the work men.
- g) Specified tool should be used for specific purpose only.
- h) Welded sledge hammers /slogging spanners are prohibited for use as the welding may break due to stress. Concentrations and can cause severe injury.
- i) Body cleaning and playing with compressed air line is strictly prohibited. Its use is accessed only after prior permission from the site officer.
- j) Hand lamps should be of 24V only. Even then they should have properly made insulated handles and reinforcement for bulb protection case.

## 21. FOR WORKING ON GAS LINES:

- a) Before the start of the work, gas safety clearance and permit to work to be received.
- b) As and when necessary the working persons should wear oxygen breathing apparatus.
- c) None should be allowed to take rest below/near the gas lines.
- d) No fire /smoke is allowed near gas lines.
- e) The impulse lines are not to be repaired under pressure and not to be blown by month.
- f) Wearing shoes with iron nails and synthetic clothes strictly prohibited.
- g) At least two persons should work in gas hazardous areas.
- h) Jobs should be done in day time only expect during emergencies that too in the presence of E.I.C.
- i) When using breathers one should ensure that the intake end is placed in the gas free zone.
- j) If lighting is necessary portable spark proof low voltage lamps or explosion proof torch lights should be used for enclosed chambers.
- k) All the tools should be of non sparking type.
- l) If felt necessary the job will be accompanied by gas safety persons, ambulance, fire safety persons etc.
- m) The job sequence and orders are to be accepted only from one officer who is designated to conduct the job. In case his instructions are not felt correct it may be complained to his seniors but the revised instructions are to be received/accepted from that designated officer only.

## 22. GENERAL RULES OF SAFETY AT SITE:

- a) Never enter a restricted place without proper authority.
- b) Never rest near place where it is gas hazardous.
- c) Do not loiter under moving loads.
- d) Do not handle the tools you are not authorised for.
- e) Do not play with compressed air.
- f) Do not wear loose clothes while inside the plant.
- g) Do not attend your duties in unfit to work condition.
- h) Do not smoke or throw lighted objects inside the plant.
- i) Do not fiddle with electricity/connections unless authorised.
- j) Do not start the job without proper/valid/certified permit.
- k) Do not handle the power machines unless authorised.

## 23. SAFETY RULES & REGULATIONS FOR COMPLIANCE:

- i. You will be advised to obtain safety clearance from safety engineering department of SAIL/BPSCL before start of the work.
- ii. Along with contract document and job instruction from our side you along with supervisor will go to safety engineering department of SAIL/BPSCL where you /he will be further briefed and contractors safety rules book will be handed over to you/him explained. **You are not permitted to start the job without clearance from safety engineering department of SAIL/BPSCL.**
- iii. You shall have to provide a list of workers to be engaged well before the start of work. All the labours and supervisors must be physically made available to undergo safety training programme in the safety engineering department of SAIL/BPSCL and obtain certificate before engaging them on the job **yours labours without certificate of training from the safety engineering department of SAIL/BPSCL shall not be allowed to work.**
- iv. Safety of workers employed by you is entirely your responsibility and in the event of any work accident, major or minor, the workman can be admitted to BGH. If your supervisor is not available to give adequate medical care. The cost of treatment can be recovered from your monthly bills. Safety guide lines enclosed with the work order must be followed strictly.
- v. As the area of work is highly sensitive with respect to safety hazards, you must take proper work permit, shutdown clearance and other instructions from engineer-in-charge, daily before starting the work. You will follow all the safety precautions and rules in this regard.
- vi. Without prejudice to the right conferred by the clause above for stoppage of work for violation of safety requirements you shall be liable for penalty up to Rs. 100/- for the 1<sup>st</sup> violation you shall be liable to be debarred from further contract up to period of one year from the date of issue of debarring notice. for high value contracts even fine up to Rs.50,000/-at a time can be imposed to the defaulting contractors with the approval of HOD power plant /CEO,BPSCL.

## DETAILS OF SAFETY ITEMS

SL.NO	DESCRIPTION OF SAFETY ITEMS	AREAS
01.	FIRE RETARDANT APRON WITH WOOD MADE OF FIRE RETARDANT CLOTH 100% COTTON IN JEANS STYLE INDIGO COLOUR STICED WITH FIRE RETARDANT THREAD AND BUTTON.FABRIC SHALL BE WASH DURABLE AND SHALL PERMIT LAUNDARING AT 700°CENTIGRADE AND RETAIN ITS FIRE RETARDING PROPERTIES FOR MANIMUM 50WASHES.	HOT ZONE OF BOLIER
02.	SAFETY BELT HARNESS TYPE NYLON MAKE OF NYLON RIBBIKG LIFE LINE MADE OF 15MM DIAMETER NYLON ROPE TYPE-21/3521/1999 WITH ISI CERTIFICATE MARK.	FOR WORKING ON HEIGHT
03.	<b>FULL BODY HARNESS SAFETY BELT ANCHORAGE:</b> ONE DORSAL ATTACHMENT D-RINGS FOR WORK POSITIONING LANYARDS ALSO PROVIDED WITH TWO FRONT ATTACHMENT POINTS, ONE ON THE LOWER ABDOMEN TO FACILITATE SEATING AND BALANCING WHILE WORKING SECOND ON THE UPPER ABDOMEN FOR ADDITIONAL FALL PROTECTION CONNECTOR ON CLIMBING LANYARD.  <b>ADOPTABILITY:</b> SOFT PADDED THIGH STRAPS FOR SEATING AND WORKING FOR LONG DURATION.	FOR WORKING ON HEIGHT
04.	<b>CONVENIENCE:</b> AN IDEAL COMBINATION OF FALL ARREST, WORK POSITIONING & ROPE ACCESS APPLICATION.  <b>COMPLIANCE:</b> CONFIRMS TO EN-361,EN-358&EN-813  <b>ROOF WALKAR SET COMPRISES:</b> (A).LADDERS 3 METER LONG -3NOS. (B).HALF LADDER 1.5 METER LONG-2NOS	TOBE USED FOR A.C CORRUGATED. C.G.I.S.G.I.SHEETS ROOFING WORKS
05.	(C).WORKING PLATFORMS 0.6 METER LONG 3 NOS (D).QUICK ACTION ECCENTRIC	COAL HANDLING PLANT MINUS LEVELS OF BOILER TURNINES&CABLE GALLERY

06.	CLAMPS-30 NOS	FOR GENERAL WORKERS
07.	(E).ELEVATING PADS-18 NOS. (F).LIFE BELT 3 METER LONG -3NOS (G).SLEEVES FOR CHANGING PURLING BOLTS-5 NOS.	FOR WELDERS
08.	<b>GUM BOOTS:</b> AS PER IS: 5557/1999 NON 012 RESISTANT WITH STEE TOE-WITH ISI MARK.	FOR CHIPPERS,GRINDERS ETC.
09.	SAFETY BOOT LEATHER SOLE WITH STEEL TOE CONFIRMING TO IS-1988	FOR ARC WELDER
10.	HAND GLOVES LEATHER GAUNTLET TYPE FOR WELDERS&TIMMERS TYPE AS PER IS-2573-1991, MADE FORM TANNED LEATHER.	FOR GAS WELDING JOBS.
11.	GOOGGLES FOR CHIPPERS,GRINDERS ETC. BASED ON IPSS-1-05-015-84 VISOR TYPE  GOOGGLES FOR ELECTRIC ARC WELDING BASED ON IPSS-1-05-016-84	FOR GENERAL WORKERS
12.	GOOGGLES FOR GAS CUTTING &GAS WELDING CUP TYPE FIBRE OR SUITABLE FRAME WITH VENTILATED EYE SHIELDS AND ELASTIC BAND WITH SLIP PROOF BUCKLE GREEN COLOURED GAS WELDER LENS SHADE NO-4, GWF TYPE AS PER BS-679 OR EQUIVALENT AND GLASS COVER SHATTER PROFF (TOUGHENED).	FOR COAL HANDLING PLANT BOILER AREAS
13.	OPTICALLY CORRECT, TRANSPARANT,BOTH OF 50 MM DIA SIZE.	FOR GENERAL WORKERS
14.	<b>SAFETY HELMET:</b> AS PER ISO2925/1984 MADE OF ARS (ACRILONITRILE BUTADING NYTRENE) MATERIAL ADJUSTABLE HEAVY DUTY REXEN HEAD BAND AND COTTON CORD FOR TIEING WITH HELMET, ADJUSTABLE COTTON CHIN STRAP WITH CHIN CUP,SIX VENTILATION HOLES (3 NOS EACH SIDE). SIZE-540-590MM.	FOR GENERAL WORKERS
15	DUST MASK CUP SHAPED CLOTH FILTER TYPE AS PER IPSS-01-05-42-90 AND DIMENSION OF ALUMINIUM STRIP 55X06X0.5 MM.	FOR WELDERS

	EAR MUFF TO COMPLETELY COVER THE EARS AND GIVE COMPLETE COMFORT & PROTECTION FROM NOISE AND AS PER 6229-1980.	
16..	EAR PLUGS AOR NOISE PROTECTION OF LATEST DESIGN, SELF EXPANDABLE TYPE, SELF VENYL FOAM WITH CORD THEY SHOULD BE PROVIDED WITH TEST CERTIFICATES FOR SUITABILITY FOR EAR PROTECTION FROM NATIONAL PHYSICAL LABORATORY. NEW DELHI OR ANY OTHER GOVT. TEST, HOUSE.	FOR BOILER AREA
17.	WELDING HELMET SHOULD BE AS PER DESIGN PRESCRIBED WITHOUT FILTER OR GLASS IS: 1179-1967 IN ADDITION THE MATENAL SHOUL;D BE FIBRE GLASS AND DIMENSION SHOULD BE AS PE IOL MODEL THE TENSION GRIP FOR THE GLASSES SHOULD BE MADE OUT OF ONE SINGLE SPRING STEEL SHEET TO ENABLE LONG LIFE & SAFE REPLACEMENT OF GLASSESS (AS PER IOL MODEL) PROJECTION OF GLASS AND FILTER HOLDING JACKETS SHOULD COVER THE GLASS FROM ALL THE FOUR SIDES COMPLETELY TO PREVENT EVEN THE SLIGHTEST AMOUNT OF RAUS FROM PASSING THROUGH THE SCREEM. THE MATALIC PIECE SHOULD PROJECT OUTSIDE FROM THE WELDING HELMET.	FOR WATER CHEMICAL TREATMENT PLANT(WCTP)
18.		FOR WATER CHEMICAL TREATMENT PLANT(WCTP)
19.		---
20.		FOR WCTP
21.		FOR WORKERS WORKING IN ELECTRIOCAL AREAS
22.	BOILER SUIT FOR WORKERS INSIDE THE BOILER OF B-52 BINNY CLOTH OF BLUE DRILL WITH FULL SLEEVES WITH LOOSENESS FOR DIFFERENT HEIGHT. SIZES: 60", 63" X 66"	---
23.		---
24.	APRON RUBBERISED WITH HOOD ACID PROOF SIZE-75 CM X 100 CM, HEIGHT WITH STRAPS AS PER IS: 4501-1981	---
25.	BACK SIDE OPEN AND FITTED WITH TRANSPARENT CLEAR PLASTIC VISOR SIZE -15 CM X 20 CM.	---
	ACID PROOF FUBBER SAFET SHOES AS PER ISI MARK	
	ACID PROOF RUBBER HAND GLOVES IS PER ISI MARK	
	GOOGGLES RUBBER ACID AND	

	<p>ALKALI PROOF COMPLETE WITH SHATTER PROOF TOUGHENED TRANSPARENT OPTICALLY CORRECT LENSES 50 MM DIA AND ELASTIC BAND SLIP PROOF BUCKLE AS PER ISI MARK.</p> <p>ELECTRICAL SAFETY SHOES: ELECTRICAL SHOCK PROOF SHOE ,PRINTED UPPER LEATHER, FULLY LEATHER LINED, FREE FROM NAILS AND DIRECTLY VULCANISED ELECTRIC SHOCK PROOF RUBBER SOLE AS PER ISI-MARK.</p> <p>INSULATED PLIER: WITHSTANDING 44V &amp; TESTED</p> <p>INSULATED SCREW DRIVER WITHSTANDING 400V TESTED</p> <p>TEST LAMP (03 BULBS ) -440 V 3 PHASE SUPPLY</p> <p>RUBBER HAND GLOVES TESTED UP TO 11 KU</p>	
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## SPECIAL CONDITIONS OF CONTRACT

### SECTION – VIII

#### **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the vendor in writing, in case of reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. BHEL will provide the rate schedule (e.g. EXCEL sheet) for the vendor to enable them to fill-in the price and keep it ready for keying in during the auction. In the event of discrepancy in rate and amount against any item of work, the least of the two will be taken for bid price. In case of discrepancy between the total price indicated in price bid and the arithmetic sum arrived based on rate quoted, then also the least of the two will be taken for the bid price. The bids are compared on the total price quoted and NOT on individual ITEM of works.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of auction without fail.
10. Opening bid in reverse Auction: The opening bid (in the reverse Auction) of the bidders shall be same as that quoted in their final sealed price submitted to BHEL(along with Technical offer). The bidder shall confirm in writing to BHEL that their opening bid (in reverse auction) shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical Bid (Patr-1).**If any bidder offered a unsolicited discount or rebate, in separate cover etc. in any place other than the sealed price bid, then the opening price bid in reverse auction, by such a bidder in Reverse Auction, shall be the price offered in final sealed price bid submitted (against this NIT) minus discount offered in any place other than the sealed price bid.**
11. BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.

12. In case the process of reverse auction is found unsuccessful by BHEL, then BHEL at its discretion may decide to call the L1 bidder of reverse auction for further negotiation.
13. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
14. 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.
15. Only those vendors, who participate in the Online Initial Opening Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
16. Price bids offered by the bidders during reverse auction process is considered as an offer to execute the work. Bids once made by a bidder cannot be cancelled/withdrawn and bidders shall be bound to execute the work at the final bid price. BHEL shall take appropriate action if the bidder fails to do so.

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**APPENDIX – I****(To be filled by Tenderer and submitted along with Tender document )**

S.No.	PARTICULARS	YES	NO
<b>01</b>	<b>SERVICE TAX</b>		
<b>a.</b>	Service Tax Registration No. of Tenderer (copy to be enclosed)		
<b>b.</b>	Issue of Service Tax Invoice as per Rule 9 of Cenvat Credit rules2004		
<b>c.</b>	Whether Tenderer is taking Service Tax Credit for their Inputs		
<b>d.</b>	Under which Service Head is Service provided		
<b>e.</b>	If Service Tax is Exempted , furnish reasons		
<b>f.</b>	BHEL Service Tax Registration No. ( To indicate in your Invoice) : <b>AACB/4146/PST/008</b>		
<b>02</b>	<b>INCOME TAX</b>		
<b>a.</b>	PAN No. of Tenderer		
<b>b.</b>	If Exempted , furnish exemption Certificate		
<b>c.</b>	PAN No. of BHEL : <b>AAACB/4146/P</b>		
<b>03</b>	<b>WC ST</b>		
<b>a.</b>	CST Registration No.		
<b>b.</b>	VAT Registration No.		
<b>c.</b>	Whether Tenderer is availing VAT Credit		
<b>d.</b>	If Exempted , furnish Reasons		
	<b>NOTE :</b>		
	1. Rates Quoted shall be clearly indicated that they are <b>INCLUSIVE</b> of all Taxes & Duties except service tax. The Contractor has to issue invoice accordingly. Also refer clause 15.0 of Tender specification regarding Taxes & Duties		
	2. Payment will be made <b>only through e-payment</b> to your account. Payment through Cheque / DD payment will not be made by BHEL.		
<b>Tenderer has to submit Banker's Certificate as per format specified in APPENDIX- IV.</b>			
<b>Agreed to the Above Conditions</b>			
<b>Signature of the Tenderer :</b>			

**APPENDIX - II****ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	<b>NAME &amp; ADDRESS OF THE SUPPLIER / VENDOR</b>	
02	<b>VENDOR CODE</b> (as in Purchase Order)	
03	<b>Details of Bank Account:</b>	
A)	<b>NAME &amp; ADDRESS OF THE BANK</b> (WITH PIN CODE)	
B)	<b>BANK TELEPHONE NUMBER</b> (WITH STD CODE)	
C)	<b>BANK BRANCH CODE</b>	
D)	<b>MICR CODE</b>	
E)	<b>ACCOUNT NUMBER</b>	
F)	<b>TYPE OF ACCOUNT</b>	CURRENT A/C / OD / CASH CREDIT
G)	<b>VENDOR NAME AS PER BANK RECORDS</b>	
H)	<b>BANK BRANCH RTGS IFSC CODE</b>	
I)	<b>BANK BRANCH NEFT IFSC CODE</b>	
J)	<b>YOUR EMAIL ID</b> (give two ids)	
K)	<b>NAME OF AUTHORISED SIGNATORY</b>	

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

\_\_\_\_\_  
(Manager / Officer's  
signature Under Bank stamp)