

TENDER DOCUMENT

TENDER SPECIFICATION No : BAP : ERN : NSPCL : APH : ELEC : C : 271

NAME OF WORK:

Electrical works of Air Pre-heater(APH) involving, handling at stores, transporting to site of work, erection , testing and commissioning of electrical & Instrumentation components of APH IN UNIT-1 & 2, CPP-II (2 x 60 MW), NSPCL, ROURKELA, ODISHA, using contractors own tools and plants, manpower, consumables, testing equipment 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: NSPCL : APH : ELEC : C : 271**

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**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, testing equipment, cleaning devices, tools & tackles 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 entire scope of work has to be completed within the contract period . All the resources required for completion of work in the stipulated time period has to be mobilized well in advance of the shutdown date.**
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. Approval, if any, required from statutory authorities like Labour Commissioner, etc., should be obtained by the tenderer on his own cost and risk.
11. The Tenderer should mobilize maximum labour force from the local area.
12. These Tender Documents are not transferable.
13. 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** :

**DY. GENERAL MANAGER,
ERECTION SERVICES DEPARTMENT,
BHARAT HEAVY ELECTRICALS LIMITED,
BOILER AUXILIARIES PLANT,
RANIPET – 632 406.**

Phone No.:04172 - 241171 / 284973

E-mail: plramana@bhelrpt.co.in

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:NSPCL:APH:ELEC:C:271 dtd. 25-05-2016**
2. **NAME OF THE WORK** : **Electrical works of Air Pre-heater(APH)** involving, handling at stores, transporting to site of work, erection , testing and commissioning of electrical components OF APH IN UNIT-1 & 2, CPP-II (2 x 60 MW), NSPCL, ROURKELA, ODISHA, using contractors own tools and plants, manpower, consumables, testing equipment etc.
3. **PERIOD OF CONTRACT** : Please Refer to Clause 25 of NIT for the activities wise break-up details for the Contract period (ie. 3 Months per Unit)
4. **EARNEST MONEY DEPOSIT** : **Rs. 20,000/-** (Rupees Twenty Thousand only)
5. **Sale of tender specification documents** : **25-May-2016 to 12-00 Hrs on 17-Jun-2015**
6. **DUE DATE AND TIME FOR SUBMISSION OF OFFER** : **17-June-2016 at 14.30 Hrs.**
7. **DATE & TIME OF OPENING OF TECHNICAL BID** : **17-June-2016 at 14.30 Hrs.**
(Please obtain updated information from the website about the latest applicable dates.)
8. **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.**
9. **Tender that is not accompanied by the requisite EMD amount is liable to be summarily rejected.** Tenderers whose technical bids are found acceptable to BHEL shall be intimated separately about the status of their offers. Date of price bid opening shall be intimated to the qualified bidders only.
10. Tender specification documents with complete details are hosted in web page (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):** Charges for Tender Specification document @ Rs.1000/- 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. In the case of downloading of Tender Specification documents etc. from the web page, the bidder shall remit the tender document charges (Rs.1000/-) positively along with or before submission of offer. In the case of request by the bidder for dispatch of Tender Specification documents through Courier/Post, extra charges shall be paid @ Rs.500/- per Tender Specification. The tender documents are not transferable.
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. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web page (www.bhel.com > **Tender notifications > view corrigendum**) only and not in the news paper. Bidders shall keep themselves updated with all such developments.
17. 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.
18. **QUALIFICATION CRITERIA:** The Bidder must satisfy the following Qualification Criteria for participating in the Tender.

- 18.1. The average financial turnover of the company during the last 3 years, ending 30 April 2016, should be at least Rs: **2.6** Lakhs and the bidder should submit audited balance sheet and profit & loss account for the last three years viz. (2015-2016, 2014-2015 and 2013-2014 (in case if the balance sheet of 2015-16 is not yet audited the previous last three years viz. 2014-2015, 2013-2014 and 2012-2013) duly certified by chartered accountant /auditor.
- 18.2. Experience of having successfully completed **either of the following similar works** during the last 7 years ending last day of month previous to the one in which tenders are invited.
- One similar work costing not less than the amount equal to Rs: **6.8** Lakhs.
 - Two similar works each costing not less than the amount equal to Rs: **4.3** Lakhs.
 - Three similar works each costing not less than the amount equal to Rs: **3.4** Lakhs

Definition of Similar work: Execution of electrical or C&I works **in any power plants or industries like** steel plants, Refineries, Cement plants, **involving laying & termination of cables fixing of junction boxes, instruments etc.**

- 18.3. The bidder has to submit performance certificate at least from one customer for having successful completion of the similar works.
- 18.4. **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.
- 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.
 - Certified 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.
 - Certified Photo copies of Audited profit and loss account accompanied by relevant schedules for turn over figures.

19. **Seeking clarification on Tender Specification:** Clarifications, if any shall be sought through written communication only, indicating the specific clauses in the Tender Document, so as to reach the specified office at least seven days before the last date for bid submission. BHEL shall not be responsible for receipt of queries after the due date for seeking of clarification due to postal delay. Any clarification / query received after the last date for seeking the same may not be normally entertained by BHEL and no time extension will be given.
20. BHEL may decide holding pre-bid meeting (PBM) 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. **Bidders are advised to visit the site and completely familiarize themselves with the site conditions for this Retrofit job.**
21. 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 shall 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 desired by BHEL.
22. Offers received with any deviation or without relevant information are liable to be rejected.
23. Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected.
24. **VALIDITY OF OFFER :** The validity of the offer shall be 90 days from the date of bid opening (including extensions , if any). No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
25. **CONTRACT PERIOD:** The total contract period shall be 9 Months from the date of commencement of Pre-Shutdown activities for First Unit. The split-up for the various activities are provided hereunder. The Shut-down (E&C) Activity shall commence from the day of handing over of site by NSPCL, Rourkela.

25.1.	Pre-Shut-down activities for Unit-1	: 30 days
25.2.	Shut-down (E&C) activities for Unit-1	: 35 days
25.3.	Post-Shutdown Activities for Unit-1	: 25 Days
25.4.	Pre-Shut-down activities for Unit-2	: 30 days
25.5.	Shut-down (E&C) activities for Unit-2	: 35 days
25.6.	Post-Shutdown Activities for Unit-2	: 25 Days

- 25.7. The Gap/time period between Commissioning of First Unit and Start of Shut-down for Second Unit for commencement of E&C activities may be up to 3 Months.
26. **LIQUIDATED DAMAGES:** The Bidder must note that the APH-R&M works of each unit should be completed strictly within the shut-down period of 35 Days. BHEL will impose Liquidated Damages at the rate of Rs.5,000 per day if the work completion gets delayed beyond the scheduled period of 35 Days, due to the reasons attributable to the contractor subject to a ceiling of 5% of total contract value.
27. **REVERSE AUCTION (RA):** 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.
28. If the reverse auction is unsuccessful as defined in the RA rules / procedure, or for whatsoever reason, the sealed Price Bids may be opened for deciding the successful bidder.
29. **BID EVALUATION :** The offer submitted by bidders who meet the requisite Qualifying Requirements will be evaluated in two stages, namely Technical- Bid Evaluation and Price Bid Evaluation. The Technical bid will be evaluated as per 'Technical-bid Acceptance Criteria'(TAC) enumerated in ANNEXURE-1 to NIT. The bids which obtain the minimum score specified in the TAC will only be acceptable and further considered for Price Bid Evaluation.
30. Bidders whose technical bids are found acceptable to BHEL shall be intimated separately about the status of their offers. Date of price bid opening shall be intimated to the qualified bidders only.
31. **PRICE BID EVALUATION CRITERIA :** The successful bid shall be based only on the total quoted value for the entire scope of work, in the sealed "Price bid" or RA as applicable.
32. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "www.bhel.com".
33. **EPF registration :** Bidders should furnish the EPF code and registration details along with the bid. Bidders who have not registered and do not possess EPF code, if awarded the work, should immediately register and obtain the code.
34. **OPENING OF TENDER :** Technical bids will be opened on the mentioned date at the office of DGM/Erection Services Department, BHEL, BAP, Ranipet.
35. In case the opening of the tender is a non-working day then the opening will be done on the next working day.
36. Bidders whose technical bids are found acceptable to BHEL shall be intimated separately about the status of their offers. Date of price bid opening shall be intimated to the qualified bidders only.
37. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "www.bhel.com".
38. **ORDER OF PRECEDENCE :** In the event of any ambiguity or conflict between the clauses / statements in Tender Documents, the order of precedence shall be in the order below.
- Amendments / clarifications / corrigenda / errata etc. issued.
 - Notice Inviting Tender (NIT)
 - Price Bid
 - Technical Conditions of Contract
 - Special Conditions of Contract
 - General Conditions of Contract
 - Forms & Procedures
39. In the event of any conflict between requirements of a clause/s of this specification /documents/drawings/data sheets etc. and different standards / codes specified, the same is to be brought to the notice of BHEL before submission of offer, else BHEL"s interpretation shall prevail.
40. Typographical error/missing pages/other errors in the tender documents noticed, must be brought to the knowledge of BHEL in writing before pre-bid meeting / submission of offer, else BHEL"s interpretation shall prevail.

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 documents , data sheets, EMD, Un priced copy of the Price Bid and details (duly signed on all pages with seal) 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 DGM/ERECTION SERVICES AT THE ADDRESS GIVEN IN “Special Instructions to Tenderers” ON OR BEFORE THE DUE DATE.

OFFER OF CONTRACTOR
(FORMAT - TO BE TYPED- OUT IN LETTER HEAD)

To

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

Sir,

I/We hereby submit our offer for carrying out the work detailed in the Tender Specification NO.BAP:ERN:NSPCL:APH:ELEC:C:271 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.

d. Special Instructions to Tenderer
e. Other sections, appendices, schedules and drawing.

- a. General terms and conditions of work (ES: F:010)
- b. Statutory requirement of Contract (ES: F:009)
- c. Tender Specification no. BAP: ERN:NSPCL:APH:ELEC:C:271
- e. Special Instructions to Bidders
- f. General terms and conditions of Reverse Auction.
- h. Other sections, appendices and schedules

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.20,000/- (Rupees Twenty Thousand only)** vide Pay Order No.....Dt..... 2016 / Demand Draft No.....dt..... 2016 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.20,000/-** 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:
Date:

ADDRESS:

WITNESSES WITH FULL ADDRESS

SIGNATURE

NAME

ADDRESS

1)

2)

TENDER SPECIFICATION NO. : BAP:ERN:NSPCL:APH:ELEC:C:271

PROJECT INFORMATION

1. Purchaser and Owner : M/s. NSPCL, Rourkela
2. Location : UNIT-1 & 2, CPP-II (2 x 60 MW),
NSPCL, ROURKELA, ODISHA,
3. Nearest Railway station : ROURKELA Rly Station
4. Air Quality : Normal Thermal 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:NSPCL:APH:ELEC:C:271
TECHNICAL SPECIFICATION (Annexure-I)

- 1.0 **SCOPE OF WORK : Electrical works of Air Pre-heater(APH)** involving, handling at stores, transporting to site of work, erection , testing and commissioning of electrical components OF APH IN UNIT-1 & 2, CPP-II (2 x 60 MW), NSPCL, ROURKELA, ODISHA, using contractors own tools and plants, manpower, consumables, testing equipment etc. The details of the scope of work are enumerated in clauses herein under.
- 2.0 The scope of work includes handling at stores/storage yard, shifting / transportation to site of installation, unloading etc. using contractors own tools and plants, cranes, trailers, trucks, manpower etc.
- 3.0 The work shall be carried out as per instructions of BHEL Engineer at site and to the complete satisfaction of BHELs' Client.
- 4.0 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.
- 5.0 It may be noted that **BHEL shall not provide** any devices, measuring and testing equipment, scaffoldings, cranes , trailers / trucks / tractors , tools and plants for execution of work. All required resources are to be arranged by tenderer only.
- 6.0 The **tentative quantity** of each item of work is given in the rate schedule attached which is only approximate and the actual qty may vary up to +/- 20 % depends upon site conditions.
- 7.0 The dismantled Panels / cables / components have to be properly devoluted at NSPCL stores.
- 7.1 Drilling hole in the concrete flooring for cable entry where ever required.
- 7.2 Providing assistance during Pre-commissioning and commissioning tests / checks after completion of modification work.
- 8.0 BHEL shall provide all technical advice in erection and commissioning of the systems. However the contractor shall employ qualified supervising Engineers and Technicians for carrying out the work.
- 9.0 **ROUND THE CLOCK WORK** : The work is to be carried during shutdown of the 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.
- 10.0 **TERMINAL POINTS** : The terminal points decided by BHEL shall be final and binding on the contractor for deciding the scope of work and effecting payment for the work done.
- 11.0 **SITE LOCATION** : The site of work is UNIT-1 & 2, CPP-II (2 x 60 MW), NSPCL, ROURKELA, ODISHA
- 12.0 **TOOLS & TACKLES** : It may be noted that **BHEL will not provide** any cranes , trailers / trucks / tractors, tools and plants for execution of the work. All required resources are to be arranged by the tenderer only.
- 13.0 **CONSTRUCTION POWER & WATER** : 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, energy meters etc. and distribution pipe lines to different locations of water point with taps, valves etc., shall be provided by the tenderer at his cost.
- 14.0 **HEALTH, ENVIRONMENT AND SAFETY** : 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 / testing of the equipments. The tenderer shall also acquire knowledge of prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of M/s NSPCL, 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.

- 14.1 All the working personnel should obtain proper safety certificates issued by M/s NSPCL before start of work.
- 15.0 COMPLIANCE TO STATUTORY REQUIREMENTS :** It is the responsibility of the contractor to obtain the required labour license from the appropriate authorities before commencement of work.
- 15.1 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..
- 15.2 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 immediately on award of work.**
- 16.0 SITE MANAGEMENT :** 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.
- 17.0 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.
- 18.0 VARIATION IN QUANTUM OF WORK :** The tentative quantity of each item of work is given in the rate schedule attached. This is only for a general guidance / idea of the quantum of work. The quantities are liable to change during actual execution. Payment shall be made for actual quantities executed and no extra charges will be entertained on account of such variations.
- 19.0 EARNEST MONEY DEPOSIT (EMD) :** The EMD amount to be remitted along with the offer and the mode of remittance shall be as indicated in the "Notice Inviting Tender".
- 20.0 SECURITY DEPOSIT (SD) :** The successful tenderer shall within the time specified in the letter of intent deposit the required amount of security deposit. The SD shall be as per clause 1.8 of General Conditions of Contract (GCC).
- 21.0 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. **If any change in Service Tax (Statutory Variation) will to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the contractor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.**
- 21.1 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.
- 22.0 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.
- 23.0 PAYMENT TERMS :** All payments for the works completed shall be paid based on bills raised by the contractor as payment terms 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 only through e-payment** (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges as per BHEL terms of payment indicated below.
- 23.1.1** 90% of the contract rate schedule on pro-rata basis progressively as and when the erection work is completed as per BHEL drawings and instructions.

23.1.2 Further 5% of the executed value as per rate schedule shall be paid on commissioning of each APH to the satisfaction of BHEL and their client.

23.1.3 **The balance 5% of the executed value as per rate schedule** shall be paid after the guarantee period of 06 months. The guarantee period will commence from the date of commissioning of each APH. However this 5% amount can be released against bank guarantee valid for 06 months as aforesaid in the prescribed proforma of BHEL.

23.2 **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.

23.3 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, if required.

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

24.0 **G.A DRAWING** : Not applicable. Relevant drawings will be provided by BHEL during execution of work.

25.0 **ACCOMMODATION FOR CONTRACTORS STAFF** : BHEL **will not** provide any accommodation facilities for the contractors, personnel..

26.0 **EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS**: Refer section - VI of the special conditions of contract.

27.0 **OVER-RUN COMPENSATION (ORC)**: Not applicable.

28.0 **The following documents enclosed shall also form part of the tender:**

- a. Statutory requirement of contract (ES:F:009) Page-15-29
- b. General terms and conditions of work (ES:F:010) Page 30-47
- c. Special Conditions of Contract for electrical work in APH (SECTION- IV & V) Page-48-56
- d. General Terms and Conditions for REVERSE AUCTION (SECTION-VII)
- e. Rate Schedule

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES : F : 009 Page No.: 01 of 17
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STATUTORY REQUIREMENT

OF

CONTRACT

(FORMATS & PROCEDURES)

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, Ranipet –632 406 ERECTION SERVICES DEPARTMENT Ranipet	STATUTORY REQUIREMENT OF CONTRACT ES : F : 009

CHECK LIST

Bidders are required to fill in the following details:

1.a	Name of the Bidder With address, Phone No., Mobile No., Fax and e-mail.	
1.b	Nature of Firm (Whether Proprietary, Partnership, Pvt.Ltd, Others-Specify)	
2	Whether EMD submitted as per tender Specification Terms and conditions	Yes / No
3	Validity of offer (offer shall be kept valid for acceptance for a period of minimum 6 months)	Yes / No
4	Whether Bidder visited the erection Site and acquainted with Site Conditions before quoting	Yes / No
5	Whether the following details are furnished.	
5.a	Previous Experience – Photocopies as in QR Annexure-B-I & B-II	Yes / No
5.b	Present assignments	Yes / No
5.c	Organization chart of the Company Annexure-C	Yes / No
5.d	Financial status of the Company Annexure-A	Yes / No
5.e	In case of Company, proof of registration of the Company	Yes / No
5.f	Memorandum and Articles of Association of Company / copy of Partnership Deed.	Yes / No
5.g	Profit and Loss Account For the last three Years	Yes / No
5.h	Balance sheet for the last three years	Yes / No
5.i	Income Tax clearance Certificates	Yes / No
5.j	Solvency Certificate from a Nationalized Bank	Yes / No
5.k	Power of Attorney of the person signing the tender duly attested by a Notary Public	Yes / No
5.l	Names and addresses of Directors, Partners their Experience and qualification	Yes / No
5.m	Manpower Organization chart and Tools list with deployment plan at Site for satisfactory completion of work under this specification	Yes / No
5.n	EPF regn No. (with a copy of certificate)	
5.o	Service Tax regn No. (with copy of cert')	
5.p	E- payment acceptance as per appendix.	Yes / No
5.q	Rate schedule as per the schedule appended	Yes / No
6	Whether the Bidder is conversant with local labour laws and conditions	Yes / No
7	Whether the Bidder 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 BIDDER

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

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OFFER OF THE BIDDER
(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)

To

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

Sir,

I / We hereby offer to carry out the work detailed in the Tender Specification No. _____ 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. We herewith confirm that we have visited the site of work at NSPCL, Rourkela

- General terms and conditions of work (ES: F:010)
- Statutory requirement of Contract (ES: F:009)
- Special conditions of Contract for Elect works (_____)
- Tender Specification no. (_____)
- Special Instructions to Bidder
- Other sections, appendices, annexure, 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.**

(Rupees. _____ .only)

vide Pay Order No.....Dt..... 2016 /

Demand Draft No.....dt..... 2016 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.**

(Rupees. _____ .only)


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 BIDDER:		
Place:		ADDRESS:
Date:		

WITNESSES WITH FULL ADDRESS

	SIGNATURE	NAME	ADDRESS
1			
2			
3			

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APPENDIX – II (To be filled by Tenderer and submitted along with Tender document)			
S.No.	PARTICULARS	YES	NO
01	SERVICE TAX		
a.	Service Tax Registration No. of Tenderer (copy to be enclosed)		
b.	Issue of Service Tax Invoice as per Rule 9 of Cenvat Credit rules 2004		
c.	Whether Tenderer is taking Service Tax Credit for their Inputs		
d.	Under which Service Head is Service provided		
e.	If Service Tax is Exempted , furnish reasons		
f.	BHEL Service Tax Registration No. (To indicate in your Invoice) :AACB/4146/PST/008		
02	INCOME TAX		
a.	PAN No. of Tenderer		
b.	If Exempted , furnish exemption Certificate		
c.	PAN No. of BHEL : AAACB/4146/P		
03	WC ST		
a.	CST Registration No.		
b.	VAT Registration No.		
c.	Whether Tenderer is availing VAT Credit		
d.	If Exempted , furnish Reasons		
NOTE :			
1. Rates Quoted shall be clearly indicated that they are INCLUSIVE 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 only through e-payment to your account. Payment through Cheque / DD payment will not be made by BHEL.			
Tenderer has to submit Banker's Certificate as per format specified in APPENDIX-IV.			
Agreed to the Above Conditions			
Signature of the Tenderer :			

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APPENDIX - III
ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR MOBILE, PHONE NO. WITH STD CODE	
	PAN NO.	
02	VENDOR CODE (as in Purchase Order)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	BANK BRANCH CODE	
D)	MICR CODE	
E)	ACCOUNT NUMBER	
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
G)	Vendor name as per Bank records	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	VENDOR'S EMAIL ID (give two ids)	
1		
2		
K)	NAME OF AUTHORISED SIGNATORY	

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)
 Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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APPENDIX – IV

Certified by Chartered Accountant on letter head

This is certify that M/s,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (part-II) dtd :.....
 Category:.....(Micro/Small)).(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
 date as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated 5, 2006 :

Rs..... Lakhs

- 2. For Services Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lakhs

The above investment of Rs..... Lakhs is within permissible limit of
 Rs..... Lakhs for Micro/Small (**Strike off
 which is not applicable**) Category under MSMED Act 2006.


Date:


(Signature)


Name –


Membership Number –

Seal of Chartered Accountant

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CERTIFICATE OF NO DEVIATION (FORMAT - To be typed written in LETTER HEAD and submitted along with offer)	
<p>I / Weof 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: NSPCL: APH: ELEC: C: 271).</p> <p>Date :</p> <p style="text-align: right;">SIGNATURE OF THE BIDDER</p>	


 Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT Ranipet	STATUTORY REQUIREMENT OF CONTRACT ES : F : 009
DECLARATION SHEET (FORMAT - To be typed written in LETTER HEAD and submitted along with offer)	
<p>I, hereby certify that all the information and data furnished by me with regard to this Tender Specification (No. : BAP:ERN:NSPCL:APH:ELEC:C:271)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 Bidder and a valid power of Attorney to this effect is also enclosed.</p> <p>BIDDER'S NAME AND ADDRESS:</p>	
AUTHORISED REPRESENTATIVE'S SIGNATURE WITH NAME AND ADDRESS	


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<u>FINANCIAL VIABILITY (Annexure-A)</u>				
Sl	Aspects		Rs.	To be filled-up
1	Owner's Capital in the business (In case of Partnership please Mention percentage of shares and Amount)		Rs.	
2	Quantum of business done during Last three financial years.	Year 20 __ - __	Rs.	
		Year 20 __ - __		
		Year 20 __ - __		
		(Year 20 __ - __)		
3	Value of Fixed Assets of the business in last three years	Year 20 __ - __	Rs.	
		Year 20 __ - __		
		Year 20 __ - __		
		(Year 20 __ - __)		
4	Guarantee limits (if any) Enjoyed by the firm		Rs.	
5	Overdraft limits (if any) Enjoyed by the firm		Rs.	
6	Income Tax paid during the last three Years	Year 20 __ - __	Rs.	
		Year 20 __ - __		
		Year 20 __ - __		
		(Year 20 __ - __)		
7	Please state whether audited profit and Loss Account and Balance Sheet for last 3 Years and Solvency Certificate are Enclosed.			Yes / No
Note: All the above documents should be duly certified by auditors/bank as may be applicable.				
Signature of the Bidder				


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ORGANISATION STRUCTURE (Contd..)					
Annexure-C					
2a	Details of Technical staff:		Indicate Experience in types of works as well as No. of Years in each		
Sl	Category	Total Number on Rolls	Experience In Years	Numbers Proposed to be deployed at the Site for this job	Remarks if any
1	Supervisors / Foreman				
2	Store Keepers				
3	Electrician				
4	Fitters				
5	Welders				
6	Sarang				
7	Rigger				
8	Painter				
9	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				


Date :

SIGNATURE OF THE BIDDER

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FACILITIES FOR STAFF & WORKERS AT SITE					
2a	1. ACCOMMODATION: a) For Engineer / Supervisor / other staff				
Sl	Category	Type of accommodation	Facilities provided	Remarks	
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:				
Date :					
SIGNATURE OF THE BIDDER					

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SCHEDULE TO BE FURNISHED BY THE TENDERER				
<p>1. Bidder shall submit the following technical proposal documents (a detailed write-up on his erection plan) along with the offer indicating the proposal to achieve the milestone dates, giving details of erection sequence, manpower deployment plan and T&P deployment plan for the various erection activities. The bidder shall submit histograms for Equipment, Staff and Labour to be deployed on the Work.</p> <ol style="list-style-type: none"> Method Statements along with appropriate drawings for pre-assembly works, dismantling works and erection works Site establishment plan based on the APH layout drawing provided, showing the locations of site office, storage yard, tower crane location, mobile crane/ trailer movement to facilitate the pre-assembly works, dismantling works and the erection works Cycle time calculations for critical activities Rated Load chart, Range diagrams, Manual of the proposed tower crane Rated Load chart, Range diagrams, Manual of the proposed mobile crane <p>2. Bidders are required to submit details for the above. Bids received without above documentary proof are liable to be rejected.</p> <p>3. The Tenderer is required to submit the following schedule along with his offer.</p>				
Schedule-A	Time schedule and Milestone dates in completion of activities			
Schedule-B	Schedule of Plant, Equipment and Tools			
Schedule-C	Schedule of Project Staff (identifying skill and work area)			
Schedule-D	Schedule of Labour -Day wise deployment of skilled / semiskilled / unskilled and other categories of workers to suit the above programme.			
Schedule-E	Schedule of Consumables (LPG, Oxygen, Welding Electrodes, etc.,)			
Schedule-F	Day wise schedule of erection quantities			
Schedule-G	Construction power / electricity required for / Office / stores / workshop sheds, etc. of the tenderer in the following format.			
Electricity required for		Average	Peak	
Construction : (Scope of work covered in this tender)	Amp			
	KVA			
Office & Storage sheds	Amp			
	KVA			
Note-1	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-2	Contractor may also indicate their ability in completing the contract in a period shorter than that mentioned.			
Date :	SIGNATURE OF THE BIDDER			

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ANALYSIS OF UNIT RATE QUOTED (Only Percentages to be Quoted)			
SI-No	Description	Percentage of the rate quoted	Remarks, If any
1	Site facilities viz. electricity, water, workshop and other infrastructure facilities		
2	Salary & wages for staff and workers		
3	Consumables a) Gases b) Electrodes c) Steel materials d) Others		
4	Depreciation and maintenance for T&P, other items		
5	Establishment and Administration expenses of sites		
6	Retrenchment benefit		
7	Overheads		
8	Extra work incidental to erection		
NOTE: All Bidders are requested to take care that the rates quoted by them are not disclosed in any way while furnishing the above details.			
Date :		SIGNATURE OF THE BIDDER	


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APPENDIX - I


LIST OF MAJOR TOOLS & TACKLES , TESTING & MEASUREING INSTRUMENTS/ TOOLS AND TRACKLES TO BE ARRANGED/BROUGHT BY CONTRACTOR.

This is only an indicative list. All the tools & tackles, equipment, instruments, test kits etc. required for completion of the work shall be arranged by the contractor. **All safety equipment required for this work shall be arranged by the contractor. All safety regulations of BHEL/their client M/s.NSPCL must be followed by the contractor during the erection work.**

SL.N O.	Description
I. INSTRUMENTS , TEST KITS AND EQUIPMENT	
01	Primary Injection Kits
02	Secondary Injection Kits
03	Motorised Megger (2.5/5 KV)
04	Micro ohm Meters
05	HV Test Kit
06	Digital Multimeters (3 1/2/4 1/2 Digit)
07	Insulation tester hand operated 250V/500V/1000V rated mains/battery operated (Megger).
08	Tong testers
09	Industrial type vacuum cleaner
10	Transformer Oil Filtration Machine and BDV Test Kit
II. HANDLING EQUIPMENT	
01	Turn buckles
02	D-Shackles
03	Steel wire ropes
04	Manila ropes
05	Chain pulley blocks
06	Mobile Crane (10 MT)
III. MAJOR T&P	
01	Grinding machine and Drilling machine 1/4", 1/2", 3/4" and 1".
02	Sprit level.
03	Tap sets for both BSP and NPT threads upto 1" each
04	Mechanical tool kit for fitters.
05	Electrical tool kits including spanners, Allen keys etc.
06	Cutting tools
07	Flood light fittings.
08	Distribution boards with power cable as required.
09	Painting brush.
10	Safety belts and safety helmets.
11	Ferrule printing machine.
12	Electrode drying ovens.
13	Gas cutting set
14	Welding Generators / T/F

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B-I ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS IN THE LAST SEVEN YEARS						
SI-No	Details of Jobs Executed/ In Progress with Location of Projects	Financial Value of the contracts	Number of Strikes/ Work Stoppages with duration and Man days Lost	Number Accidents Fatal/Minor	Details of the Insurance provided for the workers for Accidents/ Deaths	Details of safety equipments provided to workers
Use Annexures-If required						
Signature of the Bidder						

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B – II Previous Experience (FOR APH PROJECTS ONLY)								
SI-No	Name of the Project with unit capacity	Date of Letter of Intent	Date of Start of Erection	Date of Collecting Electrode Loading	Trail run of rapping Motors	Date of Air Tightness Test	Date of GD Test	Testing & Commissioning
Use Annexures-If required								
Signature of the Bidder								

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GENERAL CONDITIONS OF CONTRACT

FOR

WORKS

(SECTION – I & II)

ES : F : 010



ERECTION SERVICES DEPARTMENT


BHARAT HEAVY ELECTRICALS LIMITED


(A Government of India Undertaking)


BOILER AUXILIARIES PLANT


INDIRA GANDHI INDUSTRIAL COMPLEX


RANIPET – 632 406


 <p>Ranipet</p>	<p>Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT</p>	<p>GENERAL CONDITIONS OF CONTRACT ES : F : 010</p>
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<p>SECTION –I</p>		
<p>1. GENERAL INSTRUCTIONS TO BIDDERS</p>		
<p>1.1. DESPATCH INSTRUCTIONS:</p>		
<p>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.</p>		
<p>1.1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.</p>		
<p>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.</p>		
<p>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 bidders or their authorized representatives who may be present.</p>		
<p>1.1.5. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt in 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.</p>		
<p>1.1.6. Before tendering, the bidders 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.</p>		
<p>1.1.7. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information furnished shall be complete by itself.</p>		
<p>1.1.8. The bidders shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.</p>		
<p>1.1.9. Discrepancy in Quoted Rates :</p>		
<p>a. If, in the price structure quoted, there is a discrepancy between the Unit rate quoted and the Total Price (which is obtained by multiplying the unit price by the quantity) due to arithmetical errors, the Unit rate quoted will be considered valid and the Total price will be corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of decimal point in the unit price. In which case the total price as quoted shall govern and the unit price corrected accordingly.</p>		
<p>b. If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</p>		
<p>c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>		
<p>d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date before which the bidder has to send their acceptance on the above lines. If the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.</p>		
<p>1.1.10. For the purpose of the tender, the metric system of units shall be used.</p>		
<p>1.1.11. 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 bidder.</p>		
<p>1.2. QUALIFICATION OF BIDDERS: Only bidders who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly submitting details of experience along with the offer. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.</p>		


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SECTION –I		
1.3. DATA TO BE ENCLOSED: Full information shall be given by the bidder 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 bidder enjoys or solvency certificate from the concerned Government authority. Information required in Annexure-A shall be furnished by the bidder 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 bidder 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 bidders along with the offer.		
1.3.4. ORGANISATION CHART: The Organisation pattern that is presently available with the bidder and that will be employed by the bidder 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 bidder 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.		
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.		


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<p>1.4.1.2. In case of payment of EMD in the form of Cash, the amount should be remitted by the bidder 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.</p>		
<p>1.4.2. Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.</p>		
<p>1.4.3. The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit.</p>		
<p>1.4.4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender.</p>		
<p>1.4.5. Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder:</p>		
<p>1.4.5.1. Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.</p>		
<p>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.</p>		
<p>1.4.5.3. After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.</p>		
<p>1.4.5.4. Fails to submit SD as indicated in the Letter of Intent.</p>		
<p>1.4.6. Earnest Money deposit shall not carry any interest.</p>		
<p>1.5. AUTHORISATION AND ATTESTATION:</p>		
<p>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.</p>		
<p>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 bidders.</p>		
<p>1.7. EXECUTION OF CONTRACT: The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed from (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.</p>		
<p>1.8. SECURITY DEPOSIT:</p>		
<p>1.8.1. Upon acceptance of tender, the successful bidder 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.</p>		
<p>1.8.2. <u>The total amount of Security Deposit shall be as follows:</u></p>		
<p>1.8.2.1. In the case of work costing up to Rs.10 lakhs – 10% of the quoted value.</p>		
<p>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.</p>		
<p>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.</p>		
<p>1.8.3. The Security Deposit may be furnished in any one of the following forms:-</p>		
<p>1.8.3.1. Cash (as permissible under the income tax act).</p>		
<p>1.8.3.2. Payorder , Demand Draft in favour of BHEL.</p>		
<p>1.8.3.3. Local cheques of Scheduled Banks, subject to realization.</p>		
<p>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).</p>		


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<p>1.8.3.5. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the companies act. 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.</p> <p>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.</p> <p>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.</p> <p>1.8.3.8. EMD of the successful bidder may be converted and adjusted against the security deposit on specific request by the contractor.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.9. REJECTION OF TENDER AND OTHER CONDITIONS</p> <p>1.9.1. The acceptance of Tender will rest solely 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.</p> <p>1.9.1.1. To reject any or all of the bidders.</p> <p>1.9.1.2. To split up the work amongst two or more Bidders.</p> <p>1.9.1.3. To award the work in part.</p> <p>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.</p>		


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<p>1.9.1. 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.</p> <p>1.9.2. If a bidder 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.</p> <p>1.9.3. BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. 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.</p> <p>1.9.4. If the bidder 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.</p> <p>1.9.5. 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.</p> <p>1.9.6. Should a bidder or contractor or in the case of a firm or company of contractors one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed 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.</p> <p>1.9.7. The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.</p> <p>1.9.8. No deviation from the tender specification shall be acceptable to BHEL. Bidders 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.</p> <p>1.10. NO INTEREST shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.</p> <p style="text-align: center;">-----</p>		


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<p>2.1. DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.</p> <p>2.1.1. BHEL or (B.H.E.L 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.</p> <p>2.1.2. “GENERAL MANAGER” shall mean the Officer in Administrative charges of contracting unit of BHEL.</p> <p>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 in-charge at Head Office.</p> <p>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.</p> <p>2.1.5. “CLIENTS OF BHEL” or “CUSTOMER” shall mean the project authorities to whom BHEL is supplying the equipments.</p> <p>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.</p> <p>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 bidders, 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.</p> <p>2.1.8. “GENERAL AND SPECIAL CONDITIONS OF CONTRACT” shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.</p> <p>2.1.9. “TENDER SPECIFICATIONS” shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site informations and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification..</p> <p>2.1.10. “TENDER DOCUMENTS” shall mean the General and Special Conditions of Contract(2.1.8) and tender specification(2.1.9).</p> <p>2.1.11. “LETTER OF INTENT” shall mean the intimation by a letter to the bidder 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.</p> <p>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.</p> <p>2.1.13. “PLANT” shall mean and cannot the entire assembly of the plant and equipments covered by the contract.</p> <p>2.1.14. “EQUIPMENT” shall mean all equipments, machinery, materials, structurals, electricals and other components of the plant covered by the contract.</p> <p>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.</p> <p>2.1.16. “APPROVED” “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.</p>		


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<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
<p>2.1.20. “MONTH” shall mean calender month, unless specified otherwise in the tender.</p>		
<p>2.1.21. “WRITING” shall include any manuscript typewritten or printed statement under the signature of BHEL.</p>		
<p>2.2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</p>		
<p>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).</p>		
<p>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.</p>		
<p>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.</p>		
<p>2.5. COMMENCEMENT OF WORKS:</p>		
<p>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.</p>		
<p>2.5.2. If the successful bidder 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.</p>		
<p>2.5.3. All the works shall be carried out under the direction and to the satisfaction of BHEL.</p>		
<p>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.</p>		
<p>2.6. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:</p>		
<p>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.</p>		
<p>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.</p>		


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<p>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.</p> <p>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.</p> <p>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.</p> <p>2.6.6. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.</p> <p>2.6.7. The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
<p>2.7 RIGHTS OF BHEL</p>		
<p>BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.</p>		
<p>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.</p> <p>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.</p> <p>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 :</p> <p>2.7.3.1. Contractor's continued poor progress.</p> <p>2.7.3.2. Withdrawal from or abandonment of the work before completion of the work.</p>		

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<p>2.7.3.3. Corrupt act of contractor.</p> <p>2.7.3.4. Insolvency of the contractor.</p> <p>2.7.3.5. Persistent disregards to the instructions of BHEL.</p> <p>2.7.3.6. Assignment transfer, sub-letting of the contract without BHEL's permission.</p> <p>2.7.3.7. Non-fulfillment of any contractual obligations.</p> <p>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.</p> <p>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 day of delay or part thereof subject to a ceiling of 10% of contract value.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>2.7.11. In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.</p> <p>2.7.12. Cancellation of contract in part or full for contractor's default:</p> <p>If the contractor:</p> <p>a) makes default in commencing the work within a reasonable time from the date of handing over of the site and continue in that state after a reasonable notice from Engineer-in-charge.</p> <p style="text-align: center;">OR</p> <p>b) in the opinion of the Engineer-in-charge at any time whether before or after the date / extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-charge</p> <p style="text-align: center;">OR</p> <p>c) fails to comply with any of the terms and conditions of the contract or after 7 days notice in writing with orders properly issued there under</p> <p style="text-align: center;">OR</p> <p>d) fails to complete the work order and items of work as per individual dates for completion and clear the site on or before the date of completion or fails to achieve the progress set out in accordance with the provisions of contract.</p>		

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<p>The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue to BHEL, cancel the contract as a whole or in part thereof or only such work order items of work in default from the contract. Whenever the Accepting officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the contractor's risk and cost , provided always that in the event of the cost of completion (as certified by Engineer-in-charge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL. If the cost of completion exceeds, the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by General Manager or the same shall be recovered from the contractor by other means. Engineer-in-charge will have power to take possession of site and materials, constructional plant, implements, stores etc there on.</p>		
<p>In case BHEL completes the work or any part thereof under the provisions of the contract conditions, then such completion is to be taken in to account in determining the excess cost to be charged to the contractor under this condition and shall consist of the cost of materials purchased and / or labour provided by BHEL, with an addition of such percentage to cover superintendence and establishment charges as may be decided by the General Manager, whose decision shall be final and conclusive.</p>		
<p>2.7.13. If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or of the contractor's unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if there after be any balance out standing from the contractor, it shall be recovered in accordance with the provisions of the contract.</p>		
<p>2.7.14. BHEL shall have the right 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.</p>		
<p>2.8. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.</p>		
<p>The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.</p>		
<p>2.8.1. As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.</p>		
<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
<p>2.8.7. The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.</p>		
<p>2.8.8. The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.</p>		

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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		

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2.9. CONSEQUENCES OF CANCELLATION:		
<p>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.</p>		
<p>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.</p>		
2.10 INSURANCE:		
<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
2.11. STRIKES & LOCKOUTS:		
<p>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 won labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.</p>		
<p>2.11.2. For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.</p>		
2.12. FORCE MAJEURE:		
<p>2.12.1 The following shall amount to FORCE MAJEURE:</p>		
<p>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.</p>		
<p>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.</p>		

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SECTION –II

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 and Conciliation Act 1996 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 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 1st January 1976 or its amendments for arbitration shall be applied.

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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		

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ANNEXURE –'D' CONTRACT AGREEMENT

AGREEMENT No: BAP: ERN : BHE :

DATE:

1. 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 bidders, 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 bidder, 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.

Date:

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

WITNESSES:


(with full address)


1.

2.

Date:

For and on behalf Bharat Heavy Electricals Limited.

 <p>Ranipet</p>	<p>Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT</p>	<p>GENERAL CONDITIONS OF CONTRACT ES : F : 010</p>
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<p>ANNEXURE 'E' PROFORMA FOR SECURITY DEPOSIT</p>		
<p>THIS DEED OF GUARANTEE made this day of _____ by Messrs. _____ (hereinafter called the Bank) in favour of Messrs. <u>BHARAT HEAVY ELECTRICALS LIMITED, RANIPET</u> having its Registered Office at New Delhi (hereinafter called the Principal)</p>		
<p>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</p>		
<p>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.</p>		
<p>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.</p>		
<p>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</p>		
<p>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).</p>		
<p>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.</p>		
<p>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 until 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.</p>		
<p>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.</p>		
<p>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)</p>		
<p>And lastly the Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.</p>		
<p>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.</p>		
<p>Date:</p>	<p>(Name of the Bank & Place)</p>	
<p>Seal:</p>	<p>DESIGNATION OF THE AUTHORISED PERSON SIGNING THE GUARANTEE</p>	

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ANNEXURE –‘F’ NO DEMAND CERTIFICATE		
<p>1) Name of work :</p> <p>2) Agreement Date :</p> <p>3) I/We certify that</p> <p>a) I/We have completed the above work to the entire satisfaction of BHEL.</p> <p>b) I/We have handed over all the balance materials, components, tools and tackles, machinery and other equipment of BHEL.</p> <p>c) I/We have received the final payment from BHEL for the above work.</p> <p>d) I/We have no further demand whatsoever from BHEL.</p>		
<p>I/We, therefore request you to refund to me/us the security deposit of</p>		
<p>Rs. _____.</p>		
<p>(Rupees _____ only)</p>		
<p>and the Bank guarantee No.: _____ dt. _____.</p>		
<p>Rs. _____.</p>		
<p>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.</p>		
SIGNATURE OF THE CONTRACTOR WITH SEAL		
Place:		
Date:		
Witness	1)	
	2)	
	3)	

SECTION - V

SPECIAL CONDITIONS OF CONTRACT FOR ELECTRICAL WORKS

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 as specified consumables as specified under various clauses of Tender Specification for 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 TENDERERS AT HIS COST

- 5.2.1 It shall be the responsibility of the contractor to construct his own office shed, stores shed, labour tenements, 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 construct on sites 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, formwork 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.
- 5.2.14 All fees connected with the contractor for Testing his Welders/Men / Works and Testing, Inspection, calibrating his instruments and equipments, shall be paid by the contractor. It shall be contractor's responsibility to obtain approval of Statutory Authorities, wherever applicable, for the conducting of any work which comes under the Purview of these Authorities. Any cost arising from this shall be contractor's Account.

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 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 by 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 of 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, sling, 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 rate Schedule.

5.5.6 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 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** It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours.
- 5.6.6** 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 contract shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings/instructions given by BHEL Engineers, from time to time.
- 5.6.7** 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.
- 5.6.8** 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.
- 5.6.9** 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.
- 5.6.10** 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** Column foundation and foundation for other plants, control room building and necessary civil works shall be provided by BHEL. The dimensions of the foundation and anchor bolt pits shall be checked by the Contractor for their correctness as per drawings. Further, top elevation of foundations shall be checked with respect to benchmark, etc. All minor adjustments of foundation level, dressing and chipping of foundation, up to 40mm surfaces, enlarging the pockets in foundations etc., as may be required for the erection of equipment/plants shall be carried out by the Contractor. All materials like cement, steel etc., shall also be arranged by the Contractor.
- 5.7.2** Any civil works required for safe and efficient operation of tools and tackles issued by BHEL like grouting/excavation casting of foundation for anchor points for derricks, winches etc., and any other temporary supports shall be the Contractor's responsibility.
- 5.7.3** The Contractor shall ensure perfect matching of packer plates with foundation by dressing the foundation and between the packer plates and the base plates of structural column/equipment to the satisfaction of BHEL Engineer.
- 5.7.4** Grouting of column base plates/equipments foundation box and base plates shall be carried out by the Contractor for which cement alone will be provided by BHEL on chargeable basis. All other materials to be arranged by Contractor.
- 5.7.5** The contractor shall satisfy himself regarding the correctness of the civil works, foundation, etc., so that the equipment erected by him shall not suffer due to any defects in the above. For this purpose, he should also visit site during the progress of civil construction works, if necessary, to ensure that the civil work is carried out as per his requirements.
- ## **5.8 SCOPE OF MATERIAL HANDLING**
- 5.8.1** While BHEL 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 pre-assembly yard, erection site in time, according to schedule.
- 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/pre-assembly yard and unload the same at pre-assembly yard/erection site and to erect the APH and the quoted rate shall include the same. Tenderers may please note that the storage yards are at an approximate distance of 5.0.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 DRAWING AND DOCUMENTS

- 5.9.1** 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.
- 5.9.2** 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.
- 5.9.3** Should any error ambiguity be discovered 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.
- 5.9.4** 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.
- 5.9.5** Deviation from design dimensions should not exceed permissible limit. The Contractor shall not correct or alter any dimension/details, without specific approval of BHEL.

5.10 SITE CLEANLINESS AND SAFETY REQUIREMENTS:

- 5.10.1** 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.
- 5.10.2** 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.
- 5.10.3** 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.
- 5.10.4** Rigging equipment shall not be loaded in excess of its recommended safe working load.
- 5.10.5** Rigging equipment when not in use shall be removed from the immediate work area so as not to present a hazard to employees.

- 5.10.6** 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. The 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.
- 5.10.7** 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 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.
- 5.10.8** Valve protection caps shall be in place and secured.
- 5.10.9** 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.
- 5.10.10** When cylinders are transported by powered vehicles, they shall be secured in vertical position.
- 5.10.11** All workmen of the Contractor working construction areas shall wear safety helmets and/or safety belt when working at heights. Contractor shall insure his workmen against all accidents, and the policy shall be presented to BHEL will arrange the same and the expenditure towards this will be debited to the Contractor. 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.
- 5.10.12** 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.
- 5.10.13** Contractor shall arrange at his cost suitable flood lighting arrangement at various levels for safe and proper working during night hours at the work spot as well as at the pre-assembly area.
- 5.10.14** 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 from time to time.
- 5.10.15** 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.
- 5.10.16** The Contractor shall ensure the safety of all the workmen, material and equipments either belonging to him or to others working at site.
- 5.10.17** 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.
- 5.10.18** The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at Site.
- 5.10.19** 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.
- 5.10.20** 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 it no way relieve the Contractor of any of his responsibilities and liabilities to fire accident occurring.
- 5.10.21** The Contractor shall at his cost remove of on 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.

5.12. TIME SCHEDULE

- 5.12.1 The entire work of erection, testing and commissioning of the under the scope of work shall be completed within the time specified in the time schedule.
- 5.12.2 Time is the essence of this contract. The contractor shall be able to mobilize his manpower, tools, plants and consumables round the clock for the entire period to complete the work within the stipulated time.
- 5.12.3 For this purpose the completion of erection work shall be deemed to be completed in all respects only when the trial runs of motors, charging of transformers, panels and instruments/equipments are completed and certified so by BHEL Engineer. The decision of BHEL in this respect shall be final and binding on the contractor.
- 5.12.4 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.

5.13. IDLE LABOUR

- 5.13.1 No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.

5.14. PRICE ESCALATION:

- 5.14.1 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.
- 5.14.2 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.

5.15 INSPECTION / QUALITY ASSURANCE / QUALITY CONTROL STATUTORY INSPECTION

- 5.15.1 Various inspection/ quality control/ quality assurance procedures/methods at various stages of erection and commissioning will be as per BHEL / customer quality control procedure/codes and the other statutory provisions and as per BHEL Engineers instructions.
- 5.15.2 Preparation of quality assurance log sheets and protocols with customer's engineers, and other quality control and quality assurance documentation as per BHEL engineer's instructions, with in the scope of work / specification.
- 5.15.3 The protocols between contractor and customer / BHEL shall made prior to installation for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of customer/BHEL. This is necessary to ensure elimination of errors or keeping them with in tolerable limits and to avoid accumulation and multiplication of errors.
- 5.15.4 A daily log book should be maintained by every supervisor/engineer of contractor on the job in duplicate (One for BHEL and one for contractor) for detailing and incorporating alignment/clearance/centering Leveling readings and inspection details.
- 5.15.5 Approval given by customer/BHEL for welding, results tests etc. shall also be recorded in the log book.
- 5.15.6 All the electrical/technical Measuring and Testing instruments / Gauges, Feeler gauges, Height Gauges , Dial Gauges, micrometers, Levels, Sprit Levels, surface Plates, Straight Edges, Vernier calipers and all measuring instruments shall be provided by the contractor for checking, Leveling, Alignment, testing etc of erected equipments at various stages. The instruments/ gauges/tools etc. provided should be Brand, quality and accuracy, specified by BHEL engineer and should have necessary calibration and other certificates as per the requirements of BHEL engineer.
- 5.15.7 Re-work necessitated an account of use of invalid instruments/measuring devices etc. shall be entirely to the contractor's account. The contractor shall be responsible for taking corrective actions, including resource augmentation if any, as specified by BHEL to make- up for the loss of time.
- 5.15.8 Total quality is the watch word of the work and standards, procedures laid down by BHEL. We shall follow all the instructions as per BHEL drawings and quality/standards. Contractor shall provide for the services of quality assurance engineer.
- 5.15.9 **STAGE INSPECTION BY FES/ QA ENGINEER:** Apart from Day-to-Day inspection by BHEL Engineers stationed at site and also by customers engineer's, stage inspection of equipment under erection and commissioning at various stages of erection and commissioning by TEAMS of engineers, from field engineering services of BHEL's Manufacturing units and quality assurance unit/ factory quality assurance and commissioning engineers. Customer shall arrange all labour, Tools and tackles, etc. for such stage inspections free of cost.

- 5.15.10 Any modification suggested by FES and QA engineers team shall be carried out claims of contractor, if any shall be dealt as applicable.
- 5.15.11 Any minor rectifications of major repairs of defective work found out during stage inspection shall be rectified free of cost, by the contractor
- 5.15.12 Any major rectification or major repair/ major rework of defective work found out during stage inspection verification/checking but not attributable to contractor shall also be carried out. Claims of contractor if any, shall be dealt as applicable.

5.16. SUBMISSION OF PERIODICAL REPORTS

Contractor shall submit periodical reports in respect of following aspects of operation:

- 1) Consumption of welding electrodes and gases
- 2) Consumption of construction power
- 3) Manpower reports
- 4) Progress reports - periodically
- 5) Field calibration reports

BHEL at site will inform formats for these reports, which have to be printed by the contractor at their cost.

5.17 ELECTRICAL INSPECTORATE'S APPROVAL / STATUTORY COMPLIANCE

- 5.17.1** Contractor shall have/obtain electrical contractors License to carry out the Erection, Testing & commissioning work on High/Low voltage Electrical Equipments from the appropriate statutory authority of the concerned state or Central Electricity Authority, as the case may be. All fees and expenses in this regard shall be in the contractor's account.
- 5.17.2** Contractor shall arrange inspection of concerned statutory authority for the installation, testing & commissioning of High/Low voltage equipments covered under the scope of work and including those erected by other agencies and obtain the statutory authorities approval in appropriate format prior to charging of the equipments.
- 5.17.3** **Contractor shall be responsible for all necessary liasioning work with statutory authority** towards the certification of installation / works. BHEL will pay statutory fees in respect of inspection of installations as per demand note/challan issued by the statutory authority. All other expense shall be borne by the contractor. BHEL/BHEL's customer shall be providing technical assistance, drawing and document for submission to statutory authority. Contractor shall provide all logistics services in this regard.
- 5.17.4** In case these inspections have to be repeated due to Default/Fault of the contractor and fees have to be paid again, the contractor shall have to bear the charges. These would be deducted from their Bills.

SPECIAL CONDITIONS OF CONTRACT

SECTION - VI

- a. EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS:
- b. BHEL may consider payment for extra works on man-hour basis for such of those works which require major modification which is totally unusual to normal erection or commissioning work which are not due to contractor's faulty erection.
- c. The decision of BHEL in this regard shall be final and binding on the contractor. The contractor may submit his work claim bills (specifically agreed by BHEL Engineer) along with the labour sheets duly certified by BHEL Engineer at site. But BHEL got the option to get those work done through other agencies if they so desire.
- d. All the extra works, if any, carried out should be done by a separate gang which should be identified prior to start of work for certification of man-hours. Daily labour sheets should be maintained and should be signed by the contractor's representative and BHEL Engineer. Signing of labour sheets does not necessarily mean the acceptance of extra works. Only those works which are identified as not usual to normal erection and certified so by the Site-in-Charge of BHEL and accepted by designers/supplier's competent authority only will be considered for payment. The decision of BHEL in this regard shall be final and binding on the contractor.
- e. Average single manhour rate including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, **including consumables** for carrying out any rework / revamping as may arise during the course of erection shall be **Rs. 40/- per man hour**.
- f. Average single manhour rate including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, **excluding consumables** for carrying out any rework / revamping as may arise during the course of erection shall be **Rs. 25/- per man hour**.
- g. Extra works does not include nominal dressing of foundations, holes, bases, nut and bolts. In case of abnormal conditions, this can be mutually discussed before starting of such work.
- h. Extra works are broadly defined as below:
- i) Design changes which will be intimated to the contractor after the start of the work which call for dismantling of the erected components, rectification, modification, etc.
 - ii) Repair / rectification of the components damaged during transit and intimated to BHEL before drawing the materials from BHEL stores.
 - iii) Modification, rectification of components wrongly manufactured/fabricated at works subject to acceptance of the approving authority. Any such modification work costing less than 48 Man Hours per work of a DU shall be considered as incidental to erection and shall not be considered for payment.
 - iv) Jobs which require major modification, major repair, major reworks etc. which will be identified as major and warrant extra payment, certified as such by the Site-in-Charge of BHEL and accepted by the designers/competent authority of BHEL. The decision of BHEL in this regard shall be final and binding on the contractor.

**SPECIAL CONDITIONS OF CONTRACT
SECTION – VII**

7.0 GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- 7.1 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 7.2 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.
- 7.3 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.
- 7.4 Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
- 7.5 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.
- 7.6 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.
- 7.7 Reverse auction will be conducted on scheduled date & time.
- 7.8 At the end of reverse auction event, the lowest bidder value will be known on the network.
- 7.9 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.
- 7.10 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.**
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14 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.
- 7.15 Only those vendors, who participate in the Online Initial Opening Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
- 7.16 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.

Un-priced copy of the Price Bid to be submitted along with The Technical Bid he of Service Tax to be filled –up in the next page)

BHEL:BAP:Ranipet ERECTION SERVICES DEPARTMENT		TENDER SPECIFICATION NO.: BAP:ERN:NSPCL:APH:ELEC:C:271 (Unpriced Bid)			
SCHEDULE OF RATES AND QUANTITY					
NAME OF WORK : Electrical works of Air-Preheater(APH) involving, handling at stores, transporting to site of work, erection , testing and commissioning of electrical components OF APH IN UNIT-1 & 2, CPP-II (2 x 60 MW), NSPCL, ROURKELA, ODISHA, using contractors own tools and plants, manpower, consumables, testing equipment etc.					
SI NO	Description	Qty	Unit	Rate in Rs.	Value in Rs.
A	Erection, Testing and commissioning of the following instruments including calibration wherever required				
A-1	Pressure Gauges	20	Nos	Quoted	Quoted
A-2	RTDs	16	Nos	Quoted	Quoted
A-3	Thermocouple, Thermocouple Assembly	32	Nos	Quoted	Quoted
A-4	ON/OFF Switch Box including light assembly	8	Nos	Quoted	Quoted
A-5	Dual input Temperature transmitters	16	Nos	Quoted	Quoted
A-6	Single input Temperature transmitters	32	Nos	Quoted	Quoted
A-7	Flow switch	8	Nos	Quoted	Quoted
B-1	Erection of Junction Boxes including fabrication of suitable supports	8	Nos	Quoted	Quoted
C	Testing & commissioning of the following(erection will be done by other agency)				
C-1	3.7KW Motor(Main + Standby)	4	Nos	Quoted	Quoted
C-2	Electrical Actuators at APH inlet and outlet Dampers	20	Nos	Quoted	Quoted
C-3	Soot blowers	8	Nos	Quoted	Quoted
C-4	Lub oil pump motors	16	nos	Quoted	Quoted
D	Removal of the following size of cables from the existing equipment and Re-Laying with proper dressing/clamping, tagging etc.				
D-1	4CX1.5 sqmm/6 pair/12 pair/2Cx1.5 sqmm control cables	1000	Mtrs	Quoted	Quoted
D-2	3CX25 sqmm/16sqmm/35sqmm armoured Al cable	1000	Mtrs	Quoted	Quoted
D-3	3CX2.5 sqmm armoured copper cable	1000	Mtrs	Quoted	Quoted

BHEL:BAP:Ranipet ERECTION SERVICES DEPARTMENT		TENDER SPECIFICATION NO.: BAP:ERN:NSPCL:APH:ELEC:C:271 (Unpriced Bid)			
SCHEDULE OF RATES AND QUANTITY					
E	Laying of new cables of following sizes(cables will be issued by NSPCL) including dressing/clamping, tagging etc				
E-1	Multi pair(6 P/12P/10CX1.5/1.0 copper cables between field JB's to DCS	1000	mtrs	Quoted	Quoted
E-2	K-type compensating cable in suitable metal conduit (from Thermo couple to temperature transmitters	1000	mtrs	Quoted	Quoted
F	Glanding & Termination of the following sizes of Cables				
F-1	4CX1.5 sqmm/6 pair/12 pair/2Cx1.5 sqmm control cables	200	Nos	Quoted	Quoted
F-2	3CX25 sqmm/16sqmm/35sqmm armoured Al cable	100	Nos	Quoted	Quoted
F-3	3CX2.5 sqmm armoured copper cable	100	Nos	Quoted	Quoted
F-4	Compensating cable	64	Nos	Quoted	Quoted
G	Laying of following size of cable trays				
G-1	300 mm LTCT/perforated type	200	mtrs	Quoted	Quoted
G-2	150 MM LTCP/perforated type	200	mtrs	Quoted	Quoted
H	Supply of following man power during testing & commissioning				
H-1	Electrician	60	Man-days	Quoted	Quoted
H-2	Helper	60	Man-days	Quoted	Quoted
	Total (A to H)			Rs.	
	%-age and Value of Service Tax applicable for Sl. A to G in % and in Rs.	%		Rs.	
	%-age and Value of Service Tax applicable for Sl. H in % and in Rs.	%		RS.	
	Grand Total			Rs.	

Signature of Bidder

BHEL:BAP:Ranipet
ERECTION SERVICES DEPARTMENT

TENDER SPECIFICATION NO.: BAP:ERN:NSPCL:APH:ELEC:C:271

PART - II (PRICE BID)

SCHEDULE OF RATES AND QUANTITY

NAME OF WORK : **Electrical works of Air-Preheater(APH)** involving, handling at stores, transporting to site of work, erection , testing and commissioning of electrical components OF APH IN UNIT-1 & 2, CPP-II (2 x 60 MW), NSPCL, ROURKELA, ODISHA, using contractors own tools and plants, manpower, consumables, testing equipment etc.

SI NO	Description	Qty	Unit	Rate in Rs.	Value in Rs.
A	Erection, Testing and commissioning of the following instruments including calibration wherever required				
A-1	Pressure Gauges	20	Nos		
A-2	RTDs	16	Nos		
A-3	Thermocouple, Thermocouple Assembly	32	Nos		
A-4	ON/OFF Switch Box including light assembly	8	Nos		
A-5	Dual input Temperature transmitters	16	Nos		
A-6	Single input Temperature transmitters	32	Nos		
A-7	Flow switch	8	Nos		
B-1	Erection of Junction Boxes including fabrication of suitable supports	8	Nos		
C	Testing & commissioning of the following(erection will be done by other agency)				
C-1	3.7KW Motor(Main + Standby)	4	Nos		
C-2	Electrical Actuators at APH inlet and outlet Dampers	20	Nos		
C-3	Soot blowers	8	Nos		
C-4	Lub oil pump motors	16	nos		
D	Removal of the following size of cables from the existing equipment and Re-Laying with proper dressing/clamping, tagging etc.				
D-1	4CX1.5 sqmm/6 pair/12 pair/2Cx1.5 sqmm control cables	1000	Mtrs		
D-2	3CX25 sqmm/16sqmm/35sqmm armoured Al cable	1000	Mtrs		
D-3	3CX2.5 sqmm armoured copper cable	1000	Mtrs		

BHEL:BAP:Ranipet ERECTION SERVICES DEPARTMENT		TENDER SPECIFICATION NO.: BAP:ERN:NSPCL:APH:ELEC:C:271 PART - II (PRICE BID)			
SCHEDULE OF RATES AND QUANTITY					
E	Laying of new cables of following sizes(cables will be issued by NSPCL) including dressing/clamping, tagging etc				
E-1	Multi pair(6 P/12P/10CX1.5/1.0 copper cables between field JBs to DCS	1000	mtrs		
E-2	K-type compensating cable in suitable metal conduit (from Thermo couple to temperature transmitters	1000	mtrs		
F	Glanding & Termination of the following sizes of Cables				
F-1	4CX1.5 sqmm/6 pair/12 pair/2Cx1.5 sqmm control cables	200	Nos		
F-2	3CX25 sqmm/16sqmm/35sqmm armoured Al cable	100	Nos		
F-3	3CX2.5 sqmm armoured copper cable	100	Nos		
F-4	Compensating cable	64	Nos		
G	Laying of following size of cable trays				
G-1	300 mm LTCT/perforated type	200	mtrs		
G-2	150 MM LTCP/perforated type	200	mtrs		
H	Supply of following man power during testing & commissioning				
H-1	Electrician	60	Man-days		
H-2	Helper	60	Man-days		
	Total (A to H)			Rs.	
	%-age and Value of Service Tax applicable for Sl. A to G in % and in Rs.	%		Rs.	
	%-age and Value of Service Tax applicable for Sl. H in % and in Rs.	%		RS.	
	Grand Total			Rs.	

Signature of Bidder