


BHEL:PSNR:RSC:CHD

SL. NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria
		Name and Description of qualifying criteria
A	Submission of Integrity Pact duly signed. (if applicable)	Not Applicable
B	Assessment of Capacity of Bidder to execute the work as per clause assessment of capacity of NIT (if applicable)	Not Applicable
C	<b>TECHNICAL CRITERIA</b>	Applicable
	<p>Bidder who wish to participate should have executed, during last Seven years, as on the date of opening of Technical Bid Mechanical Boiler (HRSG) work in the construction of industrial/ infrastructural projects as per the following:</p> <p>(a) One single work of similar nature valuing INR 38.04 Lacs or above "OR"</p> <p>(b) Two works of similar nature valuing each of INR 23.78 Lacs or above "OR"</p> <p>(c) Three works of similar nature valuing each of INR Rs 19.02 Lacs above</p>	
D	<b>FINANCIAL CRITERIA</b>	Applicable
D.1	<p><b>TURNOVER</b></p> <p>Tenderers should have an average annual turnover minimum of INR 14.27 Lacs of last three Financial Years (2012-2013, 2013-14 &amp; 2014-15). Bidders shall submit audited annual accounts (balance sheets and profit &amp; loss account) in support of this.</p>	
D.2	<p><b>NETWORTH</b></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'D.1' above should be positive.</p>	
D.3	<p><b>PROFIT</b></p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three years defined in 'D.1' above based on latest Audited Accounts.</p>	
E	<p><b>APPROVAL OF CUSTOMER (IF APPLICABLE)</b></p> <p>Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer</p>	Not Applicable
F	<b>Consortium criteria (if applicable)</b>	Not Applicable

### Explanatory Notes for QR 'C'

1. For QR C above the word 'Executed' means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed.
2. For QR C value of work is to be updated as per the PVC formula of GCC with, indices for 'All India Avg. Consumer Price index for industrial workers' (i.e 'K' in this case shall be 80%) with base month as date of execution (completion of contract/work) and indexed up to two months prior to bid opening month. This condition will be applicable only for the completed jobs and not for the jobs in progress, as on date of technical bid opening.
3. If the Qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
4. For QR, Similar Nature Means: Bidder should have executed on of the following jobs
  1. Atleast one boiler of a unit of rating 100 TPH or above executed  
OR
  2. One job of steam generator of rating of 100 TPH or above comprising of pressure parts (200 MT) Power cycle Piping (IBR) of 200 MT & structure of 400 MT with its own T&P and consumables executed.  
OR
  3. Two Jobs of Renovation & Modernization or Capital Overhauling of a Boiler of rating 200 TPH or higher each of value 150 Lacs or above under direct order of BHEL executed.
5. Relevant documents, meeting above requirements at C and D shall be submitted by bidders. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as given above along with all annexure.

  
Sr. Engineer  
(MUKESH JOYA)

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SCOPE OF WORK FOR SUBCONTRACTOR	
CUSTOMER:-	HRSG UNIT#1, IOCL PANIPAT REFINERY
SUBJECT:-	Design, supply, retrofit, installation, commissioning and testing of Gas burner for supplementary firing of HRSG burner.
*	The job includes dismantling of existing IFO/HSD burner assemblies and its piping and replacement of same with new gas burner assemblies with piping and its skid in HRSG unit no. 1 of IOCL refinery Panipat. Works which are necessary for completing this dismantling and replacement of burner in HRSG in included in below mentioned SCOPE OF WORK. However it may be noted that below mentioned scope of work is only a guide line if any additional work which is not written below and required for carrying out and completion of work is to be done out than contractor has to complete the same without any additional extra cost.
*	Bidders are strongly advised to inspect the site, examine and obtain all information required and satisfy himself regarding all matters. The price quoted by the bidder shall be based on his knowledge and judgement of the conditions and hazards involved. Ignorance of site conditions shall not be accepted as basis for any claim for compensation or will not be considered a reason under force majeure. This is a major and skilled job, it requires precision and timely preparation before the start of job. contractor is advised to completely mobilize the site atleast 7 days before official date of shutdown for pre shutdown jobs like Planning of job, arrangements of T&P, gate pass preparation, fixing of winch and chain pulley blocks, removal of fouling structure, verification of all the HRSG burner material as per shipping list etc.
	The existing IFO / HSD firing system is to be retrofitted with RLNG and RFG firing system. IOCL will dismantle the existing IFO / HSD control station skid at the ground floor and clear the area for installing the new RLNG control station skid by BHEL. Subcontractor shall dismantle the existing IFO / HSD Burner assemblies (16 Nos.), IFO / HSD Burner valves skid assemblies (16 Nos.) and the associated piping, piping supports etc. up to the IFO / HSD control station skid at ground floor. Subcontractor shall install the new RLNG control station skid at the ground floor, new gas runners at the existing oil burner openings, new dummy runners in the burner assembly, gas control stations at the floors near the burners, gas piping system from the gas burners to the burner control stations, piping from the burner control stations to the RLNG control station skid at the ground floor, relevant piping from the RLNG control station inlet to the gas entry point near column T1, associated supports etc. Subcontractor also shall install the cooling air connections to the igniters, scanners and sealing air connection to the observation ports, by tapping from the existing vertical air lines. C&I consumables such as cable lugs, cable tags, ferruls of different size etc. are to

DETAIL OF WORKS:-		
S. No.	DESCRIPTION	% ALLOTTED
A	MECHANICAL	50
B	CONTROL AND INSTRUMENTS	40
C	RESTORTION WORKS	4
D	MISCELLANEOUS	2
E	HRSG EXPERTS	2
F	COMPLETE TESTING AND COMMISSIONING OF HRSG BURNERS	2
<b>TOTAL</b>		<b>100%</b>

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ELOBERATED DESCRIPTION		%
A	MECHANICAL	ALLOTTED
1	<b>DISMANTLING OF EXISTING IFO / HSD BURNER ASSEMBLIES AND THE PIPING (BEFORE SHUTDOWN)</b>	
	a Gas runners and accessories for Duct burner: - All the 16 Nos of existing IFO / HSD oil guns shall be dismantled by suitably blanking the oil gun guide pipes in the burner assembly.	2
	b RLNG piping @ boiler floor: - The IFO piping, HSD piping, pilot gas piping, atomizing air piping and steam piping starting from the burner end and up to the IFO / HSD control station at the ground floor, shall be dismantled. The associated piping supports also shall be removed ( Refer Annexure A & A1). New material Consist of gas piping, Orifice for flow measurement, contrl / isolation / trip alue, instruments, SS flexible hose etc., complete. Existing platforms/walkway will be used. - The cooling and sealing air lines from the respective vertical headers shall be cut and dismantled; the tapping points to be closed. (Refer Annexure B).	5
2	<b>INSTALLATION OF NEW RLNG CONTROL STATION AT THE GROUND FLOOR AND THE BURNER CONTROL STATIONS AT THE FLOORS (Outside HRSG)</b>	
	a New material comprise of Consists of gas runners with stabilizer, pilot burner, Flame scanner, in a ceramic insulated mounting panel. The ceramic insulation and liner plates will be supplied as loose items for the installation of the gas mounting panel at site in existing gas burner duct.	3
	b The RLNG/FG control station shall be erected at the earmarked location near column T3. However, the location at ground floor can be suitably selected between column rows T1-D1 and T3-D3, to conveniently route the piping from the control station outlet to vertical rising headers near the burner assembly. The overall dimensions of the FG control station skid is 5500mm. X 1400mm. and weighs approx.. 2500 Kgs.	3
	c The Fuel Gas Burner Valve skids (7 Nos.) shall be installed near the burner assembly on each floor, . However, convenient location near the burner assembly where the oil burner valve control skids were existing can also be used. The overall dimensions of each Fuel Gas Burner Valve skids is 2200mm. X 440mm. and weighs approx.. 250 Kgs.	5
	d The piping, connecting the Fuel gas burner valve skids on the floors and the RLNG control station at the ground floor, shall be conveniently routed to suit site conditions and properly supported. Pilot gas piping: Consist of pilot gas piping, isolation/solenoid/vent/fire safe ball valves, instruments, SS flexible hose etc., comple.	5
	e At the inlet of the RLNG control station, the Gas Inlet Pipe assembly to be mounted. It is weldment of about 2M. length weighing approx.. 350 Kgs.	2
	f RLNG piping from RLNG scrubber outlet to HRSG front column.	5
3	<b>INSTALLATION OF NEW GAS RUNNERS (Inside HRSG)</b>	
	a The cladding sheets and the insulation material around the burner zone inside HRSG shall be removed.	5
	b All the oil burners (16 Nos) are to be dismantled from the burner assembly.	3
	c The all new gas runners and dummy runners are to be installed inside the HRSG.	5
	d Lining and insulation works are to be carried out after installing the gas and dummy runner pipes.	5
4	<b>MISCELLANEOUS</b>	
	a The Flow Control Valve is supplied as loose item. It is to be installed in the FG control station skid - supplied with a spool piece at the FCV location. Details of the valves are : 6" Valve, Flange to Flange dim. ~475mm. and height ~ 1750mm. The weight is ~400 Kgs.	2

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<b>B</b>	<b>CONTROLS &amp; INSTRUMENTATION</b>	
<b>1</b>	<b>DISMANTLING OF OLD C&amp;I SYSTEM:-</b>	
a	Complete dismantling of existing C&I system required to be removed for installation of new system. Dimantling of existing cables and cable trays as instructed by BHEL engineer-in-charge.	8
<b>2</b>	<b>INSTALLATION OF NEW C&amp;I SYSTEM:-</b>	
a	Installation/erection of BMS PLC Panel in control room.( at identified area)	5
b	Earthing of JB, local burner ccontrol box and ignitor power supply distribution shall be connected to existing earth pit in the boiler area.	2
c	laying of cables and field cables till the BMS PLC Panel( in control room).( refer BOM DOC REF: PCPS:CI:5766:EBOM REV NO: 00 DATE: 06.02.2015)	4
d	Field instruments Gauges, Thermocouple and Transmitter for Temperature and pressure measurement installation.( refer drawing 3-97-400-89936,37,38,39 and 1-00-056-50610_R2_04.10.14)	2
e	Screened, compensating and controlcables as required between field instruments and field junction boxes.	2
f	installation of Field Junction Boxes. ( refer drawing DOC NO. PCPS:CI:5766:JBG)	2
g	installation of flame scanners for gas burners.	2
h	Distribution boxes shall be located near T1 column of HRSG#1. Two nos of local burner control box for LHS Burners( near T3 columnat 5 mtr elevation) & RHS burners( near T10 column at 5 mtr elevation) and <u>cutting of floors as required.</u>	5
i	Installation of Orifice plate assembly.	2
j	Instrument cabling from Field Junction Boxes to BMS PLC panel for Gas burners. .	2
k	Erection of cable trays	2
l	cabling between BMS PLC and Local burner control box	2
**	<b>C&amp;I consumables such as cable lugs, cable tags, ferruls of different size etc. all are to be arranged by subcontractor.</b>	
<b>C</b>	<b>RESTORATION WORK:-</b> Restoration of site- erection of all removed structure, floor grills, air lines,hand rails, removal of winch, chain pulleys, etc. Re-erection of removed insulation and cladding with the help of hooks and retainer plates.Existing access openings/observation doors are to be retained . Dismantling & Removal of scaffolding and other temporary structures & arrangements made for handling after completion of work & Transportation of removed material and other scraps generated during the work to disposal yard/handing over the same to IOCL customer. Any other alterations which is done for replacement of HRSG burners are to be restored in original position without any extra charge.	4
<b>D</b>	<b>MISCELLANEOUS:-</b> Providing one office attendant and one qualified Computer operator round the clock; one Laptop/Computer(Latest Configuration), PSC-Printer(3 in 1 Printer), Computer stationary /cartridges, Internet connection (Modem) and Mobile phone with rental and call charges at free of cost, from start till completion of work.	2
<b>E</b>	<b>HRSG EXPERT:-</b> Arranging one expert personnel of HRSG burner system and one espert of HRSG C&I from start of job till completion of job.	2
<b>F</b>	<b>COMPLETE TESTING , COMMISSIONING OF HRSG BURNER SYSTEM:-</b> Commissioning and testing of new HRSG burner system. Contractor shall provided qualified manpower and full necessary assistance for conducting complete testing and commissioning activity.	2
<b>GRAND TOTAL %</b>		100

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ANNEXURE - ISUBCONTRACTOR'S SCOPE OF WORK & EXCLUSIONS

**SUBJECT:** Design, supply, retrofit, installation, commissioning and testing of Gas burner for supplementary firing of HRSG burner of HRSG Unit # 1 of IOCL Refinery Panipat.

GENERAL

1. Subcontractor has to arrange two experienced HRSG experts in field of HRSG mechanical and HRSG C&I having experience of at least 20 years in this field for entire period of job.
2. Bringing of material from store/central store to site after cleaning of material with air pressure to make it free from dust /foreign material.
3. HP welder would do all HP welds and related Fin welding. Root run would be done by TIG & subsequent run would be done by Arc welding. Heat treatment arrangements would be brought by contractor. Electrode heating ovens in good working condition to be supplied by contractor are to be compulsorily used by welders. All HP welders must have valid certification.
4. Welding of HP joints of pressure parts root run by TIG welding and subsequent run by arc welding process and 100% radiography of welded joints and repair of defective joints. Post welding heat treatment/stress relieving of HP joints as per norms. Post welding heat treatment of HP joints as per norms wherever required.
5. Daily cleaning/house keeping of all the working areas related to erection during and after completion of work.
6. Locking of components wherever required for dismantling/erection. Cutting of fouling structure and pipes, re-enforcement the main structure, also making of platform for execution of job if required.
7. Restoration of all systems after erection including, insulation, walkways, stairs, handrails etc cut and locked earlier for erection purpose.
8. Submission of manpower, T & P list dully calibrated & tested for safe operation and daily job progress report w.r.t bar/Pert chart to site in-charge.
9. Any other associated work for completion of all the activities of scope of work forms the part of scope of work.
10. Tools & Tackles like welding sets, gas cutting sets, TIG welding sets, Technical tool kits, TIG wire, all welding electrodes (General purpose and special), winches(), chain pulley blocks safety equipments etc are in subcontractor's scope.
11. Shifting of material from store to site and returning of scrap from site to scrap yard/within the thermal premises. For this purpose truck, trailer, hydra etc to be arranged by sub contractor.
12. Temporary lighting/proper illumination at each working area is in scope of subcontractor.
13. Provision of latest configuration laptop/computer with operative internet facilities( internet dongle with sim having working internet pack for entire period), printer and other accessories, two office boys to BHEL site office, and one mobile phone with activated SIM card with all running charges borne by subcontractor.
14. Sub contractor has to arrange accommodation of their staff and worker.
15. Labour license/Insurance/ESI to be submitted by sub contractor before starting the work at site.

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**SPECIAL CONDITIONS OF THE CONTRACT**

Following T & P and consumables fall in the subcontractor scope and no additional payment over and above the quoted rates will be made.

1. All normal T & P like gas cutting torch, welding sets, welding leads, wire brushes, welding holders, gloves, welding screens, grinding, drilling machine, safety helmet for all staff, safety belts, hand tools, winches, pulleys, pulling and lifting machines and manila ropes etc.
2. Contractor shall deploy sufficient T&P for carrying out the jobs as per scope of work. Minimum T&P as detailed below shall be made available at site before start of work and shall be got checked from Engineer-in-charge. In case same is not available at site, it shall be arranged at the risk and cost of contractor and payment shall be made from its bills/dues available with BHEL.

Sr. No.	Description	Min. Quantity required
1.	Angle Grinder AG-7	2 Nos.
2.	Straight Grinder GQ-4	4 Nos.
3.	Pistol Grinder	5 Nos.
4.	Flexible Grinder FF-2	3 Nos.
5.	Welding Generator Set	8 Nos.
6.	Transformer/Rectifier Set	6 Nos.
7.	Chain pulley block 10 Ton/7.5 Ton	4 Nos.
8.	Chain pulley block 5 Ton	8 Nos.
9.	Chain Pulley block 3 Ton	8 Nos.
10.	Winch 5 Ton	4 Nos.
11.	Tirfor 3 Ton	6 Nos.
12.	Hydraulic Jack 50 Ton	4 Nos.
13.	Argon Set	6 Nos.
14.	De Spanner Set	4 Nos.
15.	Cutting Set	8 Nos.
16.	Portable Ovens for electrodes	6 nos.
17	Mother Oven at store	1 no.

Micro meters of any size, Venire calipers of any size, Master level, hydraulic jacks up to 200 tones, testing pumps( for coolers), dial gauges and magnetic base etc.

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3. Jet cleaning system/equipment to be arranged by contractor.
4. Trucks, trailer, hydra and hand cart required for transportation of material from store and returning of scrap in store.
5. Temporary and safe lighting at the site of work will be the responsibility of the contractor for which he should arrange wires, hand lamps, holders and step down transformers etc. Flood lights wherever required i.e pent house, 1st pass, 2<sup>nd</sup> pass, air pre heater area etc. will be arranged by the firm without any extra charges. Minimum of 20 floodlights to be arranged however quantity may increase depending upon site conditions.
6. Scaffolding pipes, challis, manila rope .All consumables such as kerosene oil, diesel, rustolene , liquid penetrant kit ,petrol, duster cloth, cotton waste, emery paper, grinding wheel, all hexa blades and other small items required for handling of overhauling job. In case the contractor fails to bring sufficient consumables to site and without which the boards work is suffering, BHEL has the right to procure the same from the market and recover from contractor bill @ 1.5 times the purchase price of each item.
7. All gases including argon, acetylene, oxygen required for cutting and welding. In no case LPG cylinders are to be used for cutting.
8. Anti seize spray and paste, DPT kits, red oxide paint (approx. 10 ltr.), etc.
9. All Nuts and bolts corresponding to IS 1363 except boiler drum.
10. Magger, ferruling machine, multimeter , fork lift, floor cutter machine, grinder, crimping tool, glands of different size, lugs of different size, ferruls, tags etc. complete T&P required for carrying out C&I works is in the scope of subcontractor.
11. All welding electrodes including filler wires. Welding electrodes will be used as detailed below only:-

For general purpose application:  
Specification

#### FOLLOWING BRANDS

Advani D&H India D&H Secheron ESAB HONAVER  
Corresponding to AWS- Over cord Economy Norma Ferro Speed Regular  
E-6013

(ii) For Pressure parts welding electrodes will be used approved by BHEL only as detailed below:-

<b>Specification</b>	<b>Brand Name</b>
AWS:E-7018	Supercito(Advani), Supertherme(D&H Secheron), ESAB 36H (ESAB)
AWS:E-7018-1	Supertherme Spl( D&H Secheron), Mediocarb 7018+, Ultimate 18 Spl (Honaver)
AWS:E-7018-A1	Molytherm(D&H Secheron)
AWS:E-8018-B2	Cromotherm-I (D&H Secheron), Cromocord(Advani)
AWS:E-9018-B3	Cromotherm-II(D&H Secheron), Cromocord-C (Advani)
AWS:E-309-16	Cronitherme 25/12(D&H Secheron), Inox-D2(Advani), ESAB 67.67(ESAB)
AWS:E-347-16	Rutox-A(ST) (D&H Secheron), OK 61.80 (ESAB), Superinox 1B (Advani)
<b>TIG Filler Wire</b>	
Corresponding to	
AWS:E-7018-1	TGS-M, UTPA-642
AWS:E-8018-B2	TGS-1CM
AWS:E-9018-B3	TGS-2CM
AWS:E-347-16	Thermanit H-347, TGS-347, UTP-A-68.

## OTHER TERMS AND CONDITIONS

- 1
- (a) The firm should specify clearly its rates both in figures and words on lump sum basis per equipment or per unit as per scope of work
- (b) The rates quoted shall be firm and inclusive of the statutory amount payable by the firm to the workers.
- 2(a) HRSG retrofit job shall be completed in the specified period of 55 days which includes cooling down period also or as directed by Engineer In-charge.

DEPLOYMENT OF STAFF:- The firm shall deploy adequate strength of staff of various categories to complete overhauling jobs in time .

3. The work will have to be carried out round the clock (in three shifts) including Sundays and holidays. In case the firm proposes to do the job in less than three shifts everyday, it should submit a detailed proposal and time schedule for each and every equipment / activity to satisfy that the job will be completed in the scheduled time.
4. The firm shall have to submit the pert chart for each equipment of work before start of the work.
5. The firm shall guarantee for workmanship of repair/overhauling of equipment covered in scope of work for the period of six months from the date of inspection of equipment and restarting of the same which has been attended by the firm. If found to be defective, the same will have to be attended again by the firm for which no extra charges shall be payable by BHEL. In case firm fails to respond within reasonable time, the jobs will be got done from any other contractor/agency at risk and cost of firm.
6. The firm will submit a list of Engineers / Supervisors category wise workers for deployment on different fronts and their deployment period and also list of T&P to be brought on site.
7. The firm shall deploy minimum qualified engineers during overhauling of each unit till completion of job as detailed below:

i)	One Degree Holder	With sufficient experience to act as Site In-charge.
ii)	Diploma/ Degree Holders	With sufficient experience to be able to supervise the job independently.

In addition to above, the firm will deploy experienced (at least 20 years experience) supervisory staff during overhauling as below:-

- 1 nos. for HRSG mechanical - for entire overhauling period  
 1 nos. for HRSG C&I - for entire overhauling period
8. The contractor should have independent service tax no. allotted & will submit a copy of the same.
  9. The activities mentioned in different scope of work are detail of possible works connected with the jobs/equipment. However, other activities / alterations / modifications which are required to be carried out to complete the work and to commission the equipment shall be deemed to be included in scope of work.

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10. Transportation of material from main store / any part of plant and return of scrap /dismantled material to site store /any part of plant falls in the scope of work.
11. Any spares to be taken to IOCL, Panipat workshop for its repair etc. and its return to site falls under scope of work.
12. The dismantled parts of the equipment are to be kept in clean place covered property and custody of the parts/equipment from damage, theft, pilferage is the responsibility of the contractor.
13. The firm will arrange insurance of its workers if deployed on the job. They will be fully responsible for the damage of life practically/totally in respect of if its employees engaged on the job covered under the contract and in case of any mishap, the contractor will be responsible to pay compensation to its staff/officers as per applicable rules/laws.
14. Damage or loss to IOCL property occurred due to negligence of contractor of his staff shall be made good by the contractor free of cost within reasonable period of time. The decision of Engineer-In charge of BHEL shall be final & binding.
15. The contractor shall be responsible for the character/antecedents and conduct of its staff deployed, if any and shall be ready for its character verifications, if so required. In case of any misconduct by his employee under the definition of BHEL rules will entitle BHEL to get them removed from the work place and the contractor will have to comply these instructions
16. No. conveyance facility will be provided by BHEL to contractor. The contractor will have to make his own arrangements for transportation. The contractor will however, have to follow the timings of BHEL or as per directions of Engineer in charge.
17. The firm shall ensure timely payment of wages and other allowance etc. if any and other payments to their officer/employee/workers as per Govt. rules/labor laws as applicable from time to time. Minimum wages will be ensured to all workers, payment by BHEL to the contractor will, however, not be linked in any way in regard to the payment of wages to their employees.
18. The subcontractor/firm shall not sublet the contract to any other contractor already working at IOCL Panipat.
19. The subcontractor/firm shall be fully responsible for E.P.F deductions from the salaries of eligible workers, deposit of all contributions on this account as well as employer share) to Regional Provident Fund Commissioner and any other liability in this regard as per prevailing E.P.F. Regulations shall also be borne by the contractor.
20. Income tax or any other deduction as per prevailing rules shall be deducted from each bill of the contractor.
21. The subcontractor/firm has to enter into any agreement on a non-judicial stamp paper for Rs. 15/- as per BHEL Rules within 15 days of the award of contract. The cost of stamp papers and other documents/completion of formalities shall be borne by contractor.
22. The firm shall follow the rules and regulations of employees State Insurance Act, 1948.

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## SECTION-I

### INSTRUCTION TO TENDERERS

1.	GENERAL INSTRUCTIONS TO TENDERERS
1.1	Submission of Tender.
1.1.1a	The tender shall be sent in sealed cover after superscribing.
	TENDER NO. TENDER DATE & DUE DATE as per NIT
1.1.1a	The tender specification as a whole, duly furnishing following details and signed shall be sent in sealed cover.
1.1.1.1	Earnest Money Deposit.
1.1.1.2	Income Tax & Sales Tax return with acknowledgement
1.1.1.3	Detailed organization chart for manpower resources available with the tenderer and to be employed for the present jobs.
1.1.1.4	Time to be taken for commencement and completion of work.
1.1.1.5	A list of experience as mentioned in the tender document.
1.1.1.6	The details of the present job being handled.
1.1.1.7	Certificate from the bank to establish financial capability of the tenderer.
1.1.1.8	Attested copies of partnership deed, Power of attorney and tenders specifications duly signed as mentioned in the tender documents.
1.1.1.9	Price schedule and other relevant information.
1.1.1.10	PF code allotted by RPFC.
	Note: For more details other clause/ clauses, mentioned elsewhere may also be referred.
1.1.2	The tender shall be addressed to:  REGIONAL SERVICE MANAGER BHARAT HEAVY ELECTRICALS LIMITED POWER SECTOR- NORTHERN REGION (SERVICES) Office: Address: BHEL PSNR, 4th floor, Plot No.7, Advant Navis Business Park, Sector-142, Noida Expressway, NOIDA, Distt: GB Nagar : 201305 Email: <a href="mailto:lnp@bhelpsnr.co.in">lnp@bhelpsnr.co.in</a> , vkrai@bhelpsnr.co.in Ph - 0120-6748105;6748116 (direct) FAX - 0120-6748344
1.1.3	Tenders submitted by post shall be sent 'REGISTERED POST, 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. Offers received by fax may not be considered unless confirmed in writing by a detailed offer.
1.1.4	Tenders shall be opened by the authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representative who may be present.

1.1.5	The tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies or omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
1.1.6	Before tendering, the tenderer is 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 of the ground of lack of knowledge.
1.1.7	Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various section of the tender specification. Each and every page of the Tender Specifications must be signed and submitted along with the offers by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
1.1.8	The tenderer shall quote the rates in English language & international numerals. The rate shall be in whole rupees. These rates shall be entered in figures as well as in words. For the purpose of the tender the metric system of units shall be used.
1.1.9	All entries in tender shall either be typed or be in ink. Erasures and overwriting are not permitted and may render such tender liable to summary rejection. All cancellation and insertions shall be duly attested by the tenderer.
1.1.10	Tenderer's offers and remarks and any deviation, shall be with reference to sections and clause numbers given in the tender schedule.
1.2	<u>Qualifications of Tenderers :</u>  Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are "expected to quote for this work duly detailing their experience along with the offer. Offers from the tenderers who do not have proven and established experience in the field are not likely to be considered.
1.3	<u>Data to be enclosed :</u>  Full information shall be given by the tenderer in respect of following. Non-submission of this information may lead to rejection of the offer/ tender.
1.3.1	<u>Financial Status:</u>  A certificate from the Scheduled Bank to prove his financial capacity/ capability to undertake the work or solvency certificate from the concerned Government authority.
1.3.2	<u>Income Tax/ Sales Tax Certificate:</u>  A certificate of income tax/sales tax verification from the appropriate authority in the forms prescribed there of duly indicating annual turnover.

	These certificates shall be valid for one year from the date of issue of for the period prescribed there in for all tenders submitted during the period.
1.3.3	<u>Previous Experience:</u>  A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and the value of each work. The site location and the duration and date of completion and also a list of site location and particulars and value of various services that are under progress.
1.3.4	<u>Organization Chart:</u>  The organization pattern that is totally available with him and that will be employed by the tenderer for this work duly indicating the number of supervisors, their qualification and experience in the line, the number of skilled and unskilled persons etc
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.
1.3.6	In case of an individual :  His full name, address and place and nature of business.
1.3.7	In case of Partnership firms :  The name of all the partners and their addresses. A copy of the Partnership Deed Instrument of Partnership duly certified by the Notary Public shall be enclosed.
1.3.8	In case of companies:  Date and place of registration including date of component certificate in case of public companies (certified copies of Memorandum and articles of association are also to be furnished)
1.3.9	Nature of business carried on by the company and the provision of the Memorandum relating thereof.
1.3.10	Name and particulars including addresses of all the directors and their previous experience.
1.3.11	A list of tools and tackles that the tenderer is having and those that will be used on this job.
1.3.12	In addition to the above, the particulars required in various annexures.
1.4	<b><u>EARNEST MONEY DEPOSIT</u></b>
1.4.1	Every tender must be accompanied by the prescribed amount of EMD.
1.4.1.2	Pay Order/ Demand Draft should be payable at Noida/ New Delhi duly pledged in favour of Bharat Heavy Electricals Limited.
1.4.1.1	CASH: The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PSNR (Services). Noida and cash receipt issued by him enclosed along with the tender.
NOTE:	<b><u>One time EMD</u></b>  Contractors, who are maintaining one time EMD of 1,00,000/= with either of our Regional Service Centers at Delhi, Chandigarh or Varanasi, should Mention in their offers, details of such one time EMD. Therefore, such

	tenderers need not deposit any additional EMD along with their offers.	
1.4.2	Tenders received without Earnest money in full in the manner prescribed above are liable to be rejected.	
1.4.3	The Earnest Money Deposit of the successful tenderer will be retained. However, the same may be released as soon as the Security Deposit mentioned under clause 1.8 is furnished.	
1.4.4	In case of unsuccessful tenderers, the Earnest Money will be refunded to them within a reasonable time after finalization of the tender/placement of work order.	
1.4.5	BHEL reserves the right to forfeit Earnest Money Deposit in case the successful tenderer. a) Fails to start the work as may be indicated in the letter of intent. b) After opening of tender, revokes his tender within the stipulated period or alters his earlier quoted rates/conditions.	
1.4.6	No interest shall be payable by BHEL on Earnest Money.	
1.5	Authorization & Attestation:	
1.5.1	Tender shall be signed by persons duly authorized/ empowered to do so. Certified copies of such authority the relevant documents shall be submitted along with the tenders.	
1.6	<u>Validity of Offer:</u>  The rates in the tender shall be cap open for acceptance for a minimum period of six months from the date of opening of tenders. If a tenderer withdraws or revokes his tender or revises the tendered rates or conditions for any item with in the aforesaid period his Earnest Money Deposit is liable to forfeited. In case of Bharat Heavy Electricals Limited calls for negotiations such negotiation shall not amount cancellation or withdrawal of original offer which shall be binding on the tenderers.	
1.7	<u>Execution of Contract</u>  The successful Tenderer's responsibility under this contract commences from the date of issue of the letter intent by Bharat Heavy Electricals Limited.	
1.8	Security Deposit:	
1.8.1	Upon acceptance of tender, the successful tenderer before start of work must deposit the required amount towards security deposit.	
1.8.2	The total amount of security deposit shall be as follows.	
	a) In the case of Upto Rs 10 Lakhs work	10% on the quote value
	b) In the case of work costing Rs. 10 Lakhs upto Rs.50 Lakhs	Rs 1 Lakh + 7.5 % of the above 10 Lakhs up to Rs.50 Lakhs
	c) In the case of work costing more than Rs. 50 lakhs	Rs 4 Lakh + 5.0 % of the amount exceeding Rs. 50 Lakhs
1.8.3	Security Deposit may be furnished in any of the following forms a) Cash (as permissible under Income Tax Act) b) Pay Order, Demand Draft in favour of BHEL. c) Local cheques of schedule banks, subject to realization.	

	<p>d) 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> <p>e) Bank Guarantee from the Companies Act subject to maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by case or in the other form of security. The Bank Guarantee format should have the approval of BHEL.</p> <p>f) Fixed Deposit Receipt issued by Schedule Banks/ Public Financial institutions as defined in the companies Act. The FDR should be in i the name of the contractor, AIC BHEL, duly Discharged on the back.</p> <p>g) Security deposit shall not carry any interest.</p> <p>h) In case of small value contracts not exceeding Rs. 10.0 Lakhs and all SAS jobs, work can be started before security deposit is collected. However payment shall be released after recovery of 50% security deposit from first RA bill.</p> <p>Acceptance of security deposit against Sl. No. d, e and f above will be subject to hypothecation or endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of documents or in any other matter connected therewith.</p>
1.8.4	If the value of the 'work done at any time exceeds the acceptance agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the contractor or recovered from payments due to him.
1.8.5	Failure to deposit the security within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.
1.8.6	The Security Deposits should cover upto the period of warranty also.
1.8.7	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 PS-NR (Services), Noida in such a manner that BHEL shall not be responsible for any depreciation in the value of the security during the currency of the contract.
1.8.8	BHEL reserves the rights to forfeit Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of Contract as per terms and conditions of contract.
1.8.9	Return of Security Deposit: If the contractor duly performs and completes the contract in all respect to the entire satisfaction of BHEL and presents an absolute" No demand certificate" in the prescribed forms and returns properties belonging to BHEL handed over lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all cost or other expenses or other amounts that are to be paid by BHEL under this or other contracts entered into with the contractor only after the satisfactory completion of guarantee period as per clause 2.13.
1.8.10	No interest shall be payable by BHEL on Earnest Money/ Security Deposit or any money due to the contractor by BHEL.
1.9	Rejection of tender and other conditions:

1.9.1	The acceptance of the tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever. a) To reject any or all of the tender b) To split up the work amongst two or more tenderers c) To award the work in part d) Either of the contingencies stated in (b) & (c) to modify the time for completion suitably e) To modify the scope of work after mutual agreement.
1.9.2	Conditional and un-witnessed tenders: Tenders containing absurd or unworkable rates and amounts and tender a which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.
1.9.3	If a tenderer expires after his submission of eh tender or after the acceptance of his tender. BHEL may cancel such tender at their discretion unless the firm retains its character.
1.9.4	BHEL will not be bond by any Power of attorney granted by the tenderer or changes in the compositions of the firm made subsequent to the execution of the contract. They may however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor concerned.
1.9.5	If the tenderer deliberately gives wrong information in his tender. BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money Security Deposit.
1.9.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Contractor who resorts canvassing are liable to rejection.
1.9.7	Should a tenderer or contractor or in the case of a firm or company of contractors one or more if its partner / Shareholders/ Directions have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing which, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest money , Security Deposit.
1.9.8	The successful tenderer should not be sub- contract the part of complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at their risk and responsibility of the tenderer.
1.9.9	The successful tenderer shall inform/ keep BHEL informed if he has already undertaken any work / is likely to be awarded any job with the same customer with whom BHEL is entering into contract.

## SECTION-II

### GENERAL TERMS & CONDITIONS OF THE CONTRACT

2.1	<b>Definitions:</b> The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
2.1.1	'BHEL' (or B.H.E.L. Ltd) shall mean Bharat- Heavy Electrical Limited a company incorporated under Indian companies Act 1956, having its Registered office at BHEL HOUSE, SIRI FORT, and NEW DELHI. Power Sector - Northern Region (Services), Noida or its Administrative Offices or its Site Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
2.1.2	"General Manager/ DGM/ IN-CHARGE" shall mean the officer in Administrative charge of BHEL. PS-NR (services) Noida or their other regional office.
2.1.3	"ENGINEER" OR "ENGINEER IN CHARGE" shall mean Engineer deputed by BHEL. The term "SITE ENGINEER" "SITE INCHARGE" "RESIDENT ENGINEER" and "RESIDENT MANAGER" of BHEL at the site as well as the officers in-charge at Noida office.
2.1.4	"SITE" shall mean the place or places at which the plants/ equipments are to be overhauled and services are to be performed as per the specification of this contract.
2.1.5	"CLIENTS OF BHEL" or "CUSTOMER" shall mean the project authorities to whom BHEL is supplying the equipments/ Service.
2.1.6	"CONTRACTOR" shall mean the individual, firm or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
2.1.7	"CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement or work order the accepted appendices of rates. Schedule of quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenderers, the drawings, the specifications, the special specification, if any, the tender documents are the Letter of Intent/ Accepting Letter issued by BHEL, Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL & incorporated in the agreement.
2.1.8	"GENERAL CONDITIONS OF CONTRACT" shall mean the instructions to tenderers and general conditions of contract pertaining to the work detailed.
2.1.9	"TENDER SPECIFICATION" shall mean the specific conditions, technical specification, appendices, site information and drawing" pertaining to the work for which the tenders are required to submit their offer. Also this will include the specification covered under specifications detailed in NIT of client of BHEL for overhauling, erection, testing and commissioning of plant. Individual specification No. will be assigned to each tender specifications.

2.1.10	“TENDER DOCUMENTS” shall mean the general conditions of contract (2.1.8) tender specification (2.1.9)
2.1.11	“LETTER OF INTENT” shall mean the intimation by a letter to the tenderer that tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue this letter and all the terms & conditions of contract are applicable from the date.
2.1.12	“COMPLETION TIME” shall mean the period by date specified in the acceptance of tender for handing over the overhauled equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specification of contract.
2.1.13	“PLANT” shall mean and connote the entire assembly of the plant and equipment covered by the contract.
2.1.14	“EQUIPMENT” shall mean all equipments, machineries, materials, structural, electrical and other components of the plant covered by the contract.
2.1.15	“TEST” shall mean and include such test or tests to be carried out on the part of contractor as are prescribed in the contract or consider necessary by BHEL, in order to ascertained the quality, workman ship, performance, and efficiency of the contract work or part thereof
2.1.16	“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved directed or instructed by BHEL.
2.1.17	“WORK OF CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumable, tools & tackles required for complete and satisfactory site transportation, handling, stacking, storing, overhauling, erecting, testing and commissioning of the equipment to he entire satisfaction of BHEL.
2.1.18	“SINGULAR AND PLURAL ETC” words carrying singular number shall also include plural and vice versa, where the context so requires, words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
2.1.19	“HEADING”, The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part there or of the contract.
2.1.20	“MONTH” shall mean calendar month.
2.1.21	“WRITING” shall include any manuscript, type written or printed statement under the signature of deal as the case may be.
2.2	Law governing the contract and court Jurisdiction: The contract shall be governed by the law for the time being in force in the Republic of India
2.2.	<u>Law governing the contract and court Jurisdiction:</u>

	The contract shall be governed by the law for the time being in force in The Republic of India. The Civil Court, having ordinary original civil jurisdiction in Delhi shall alone have exclusive jurisdiction in regard to all claim in respect of this contract.
2.3	<p><u>Issue of Notice:</u></p> <p>The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the Contractor if delivered to the contractor his authorized agent or left at or posted to the address either of the contractor or of his representation and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.</p>
2.4	<p><u>Use of Land:</u></p> <p>No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the contractor without the t written permission of BHEL.</p>
2.5	<u>Commencement of work:</u>
2.5.1	The contractor shall commence the works within the time indicated in the letter of intent from BHEL and shall proceed with due expedition without delay.
2.5.2	If the successful tenderer fails to start the work within the stipulated time, BHEL, at its sole discretion will have the right to cancel the contract. His Earnest Money and / or Security Deposit with BHEL will stand forfeited without any further reference to him, prejudice to any and all of BHEL's other rights and remedies in this regard.
2.5.3	All the works shall be carried out under the direction and to the satisfaction of BHEL.
2.5.4	The erected/ overhauled plant or work performed under the contract shall be taken over when it has been completed in all respects and/ or satisfactory put into operation at site.
2.6	<u>Mode of payment and measurement of the work competed:</u>
2.6.1	All payment due to <u>the contractor shall be paid only by “ Account payee cheques” or through ECS ( Electronic Clearance).</u>
2.6.2	The contractor shall submit his bill to site In-charge of BHEL for every payment After verification measurement shall be certified by the BHEL Engineer.
2.6.3	Lump sum omission will be entered for deduction. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract,

2.6.4	Work which is to be measured in detail shall be measured as per standard procedure without reference to any local procedures exception where it is otherwise stated in the tender documents. The measurement shall be taken jointly by persons duly authorized on the part of BHEL and the contractor.
2.6.5	If, at any time due to any reason whatsoever, it becomes necessary to re-measure, the contractor shall without extra charges, provide all the assistance with appliances and other things necessary for measurement.
2.6.7	The measurement and the bill prepared shall be signed and dated by both the contracting parties.
2.6.8	The contractor will be intimated in writing by the Site Engineer, the proposed date of measurement if the Contractor's representative fails to participate in the joint measurement, the BHEL Engineer shall have the power to proceed by himself to take measurement in which case the measurement shall be accepted by the contractor as final.
2.6.9	Passing of measurement as per bills does not amount to acceptance of completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.
2.7	<u>Rights of BHEL:</u>  BHEL reserves the following rights in respect of this contract without entitling the contractor for an compensation:
2.7.1	To get the work done through other agency at the risk and cost of the contractor in the event of contractor's poor progress, or inability to progress the work for completion as stipulated in the contract, poor quality of work etc. and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from security deposit other dues.
2.7.2	To withdraw any portion of work and / or to restrict/ alter the quantum of work as indicated in the contract during the Progress of work and get it done through other agency and or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons BHEL's obligation to its customer.
2.7.3	To terminate the contract after 15 days written notice and forfeit security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event:
2.7.3.1	Contractor's continued poor progress brought to his notice from time to time
2.7.3.2	Withdrawal from or abandonment of the work before completion of the work.
2.7.3.3	Corrupt act of contractor.
2.7.3.4	Insolvency of the contractor and in case of a company a winding up

	proceeding is initiated or winding up order has been made by a court.
2.7.3.5	Persistent disregard to the written instructions of BHEL under the contract.
2.7.3.6	Assignment, transfer, sub-letting of the contract without BHEL's written permission.
2.7.3.7	Non-fulfillment of any contractual obligations. Any delay in works for reasons not attributable to the contractor will have to be compensated by either increasing manpower and resources or by working extra hours and more than one shift without any extra cost.
2.7.4	To recover any money due from the contractor, from any money due to the contractor under this contract or any other contract or from the security deposit.
2.7.5	To claim compensation for losses sustained including BHEL's supervision charges and overheads on termination of contract and to impose penalty for delay in completion of the work.
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 an reason.
2.7.7	To effect recovery from the amounts due to the contractor under this or any other contract etc. in any other form, the money, BHEL is forced to pay to anybody, due to contractor's failure to fulfill nay of his obligations.
2.7.8	While every endeavor will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled to any compensation / extra payment on this account.
2.7.9	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
2.8	<b><u>Responsibilities of the Contractor:</u></b> The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel. Payment of taxes an execution of job etc.
2.8.1	As far as possible, unskilled workers shall be engaged from the local area in which the work in being executed.
2.8.2	The contractor at all times during the continuance of the contract, shall, in all his dealing with local labour for the time being employed or in connection with the work, have due regard to all local festivals and religions and other customs.
2.8.3	The contractor shall duly comply with all state and central Laws, statutory rules, Regulations etc, including but not limited to : The payment of wages act, minimum wages act, workmen compensation act, industrial dispute act, employees provident fund act and various schemes framed there after. Employee state insurance scheme contract labour (regulation & abolition) act 1970 and other Act, rules & regulations for labour as may be enacted by the government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local governing body, Police and other relevant authorities all such notices as may be required by law

2.8.4	The contractor shall pay all taxes, fees, license charges duties, tools, royalty, commission or charges which may be leviable on account of his operations in executing the contract, in case, BHEL makes such payment, shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.
2.8.5	The contractor shall be responsible for provision of welfare, health and sanitary arrangements (particularly described in contractor Labor (regulation & abolition Act) safety precautions etc. as may be required for safe and satisfactory execution of the contract.
2.8.6	The contractor shall fulfill all his obligations in respect of accommodation including proper medical facilities for the personal employed by him.
2.8.7	The contractor shall be responsible for the proper behavior at site and observance of all regulations by the staff employed by him.
2.8.8	The contractor shall ensure that no damage is caused to any person/property or other parties working at site, if any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.
2.8.9	All the properties / equipments/ components of BHEL / their client loaned to the contractor, with or without deposit in connection with the contract shall remain the properties of BHEL / their client. The contractor shall use such properties for the purpose of executions of this contract. All such properties / equipments shall be deemed, to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL / their client. In case of non-return, loss, damages, repairs etc. the cost there of, as may be fixed by the site Engineer, will be recovered from the contractor.
2.8.10	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 handling 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 condition laid down by BHEL customer from time to time. Unless paid in advance, such hire charges, if applicable shall be recovered from contractor's bill security deposit in ONE installment.
2.8.11	The contractor shall not be entitled to claim any compensation due to changes in design which results in reduction in quantum of work.
2.8.12	The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of work under the contract.
2.8.13	In case the contractor is required to undertake any major work outside the scope of this contract, the rates payable shall be decided by BHEL.
2.8.14	The contractor shall keep the area of work clean and shall remove debris

	etc. while executing day-to-day work. Upon completion of work the contractor shall remove from the vicinity of work all scrap, packing materials, rubbish, unused and other materials and deposit them in places to be specified by the BHEL engineer. The contractor will also demolish all the hutments, sheds offices, constructed and used by him and shall clean the debris. In the event of his failure to do so the same will be arranged to remove by BHEL. The expense there of will be recovered from contractor by any lawful means available with BHEL.		
2.8.15	The contractor shall arrange and coordinate his work in such a manner as to cause no inconvenience to other agencies working in the area.		
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 work 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 the time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric condition. Suitable number of clerical staff, watch and wards, store keepers to take care of the equipment, materials and construction tools and tackles shall be posted at site by the contractor till completion of the work under this contract.		
	The contractor shall arrange for such safety device as are necessary for such type of work and carryout the requisite tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. All guide lines as mentioned in "SALARY CODE" –Service "mentioned in Services tender page in <a href="http://www.bhelpsnr.co.in">www.bhelpsnr.co.in</a> will form part of this tender and hence contract.		
	<b>HELMETS</b> Following colors of Helmets are to be worn by various category of personnel of the contractor. In case of violation, found during inspection of fine of Rs. 500/- per inspection can be imposed by BHEL.		
	<b>S.No.</b>	<b>Category</b>	<b>Color of Helmet</b>
	1.	Sub-contractor officers	Light Blue
	2.	Sub-contractor Safety personnel	Green
	3.	Sub-contractor Electrician	Orange
	4.	Sub-contractor- Supervisors	Dark / blue
	5.	Sub-contractor Workers	Yellow
	It should confirm to <b>IS-2925-1984</b>		
2.8.17	The contractor will be directly responsible for payment of wages to his workmen. The payment to the workmen should be made in the presence		

	<p>of a representative of BHEL (as per contract labour / regulation &amp; abolition act). A pay / wage roll sheet giving all the payments given to workers and duly signed by the contractor's representative should furnish to BHEL site office for record purpose.</p> <p>Payment date, time and place will be informed by the contractor to the Resident Manager / Engineer of BHEL immediately on commencement of work.</p>
2.8.18	The intent of specification is to provide services according to most modern and proven techniques and codes. The omission of specific reference to any method requirement of material necessary for the, proper and efficient performance of work shall not relieve the contractor of the responsibility of providing such facilities to complete the work.
2.8.19	In case of any clause of the 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 BHEL Engineer.
2.8.20	No levy or payment or change made or imposed shall be impeached by reason or any clerical error or by reason of any mistake in the amount levied or demanded or charged.
2.8.21	The detailed drawings, specifications, instruction manual, if any available with the BHEL Engineer form part of tender specification. These documents will be made available for reference only to the contractor during execution of work.
2.8.22	Should any error or ambiguity be discovered in the specification, the contractor shall forthwith bring the same to the notice BHEL before commencement of work? BHEL's interpretation in such cases shall be final and binding on the contractor.
2.8.23	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 or reason whatsoever.
2.8.24	Unless stipulated in the contract/order, No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.
2.8.25	It is possible that some repair/rectification, modification may be needed on the equipment to be overhauled /work to be performed under the specification, for reasons not attributable to the contractor. All such repair / rectification/ modification work with the available facilities at site shall be carried out by the contractor free of cost and no extra charges shall be paid to the contractor.

2.8.26	The quality and progress of work will be regularly reviewed. The schedule and progress of work will be the obligation/responsibility of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and / or by working extra hours or in more than one shift without any extra cost. Workmen found unsuitable for the work will be replace immediately by the contractor on being informed by BHEL
2.8.27	During the overhauling work under the contract it is very essential that proper and adequate inspection should be made constantly to maintain the quality of workmanship so that any deviation from design dimension does not exceed permissible limit. The proper functioning of the unit. While in operation depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly that down time of running unit even for a short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations m the subassemblies, BHEL Engineer may be consulted.
2.8.28	The contractor shall furnish weekly labour report showing name classification. The number of employees engaged in various categories of work data wise and a progress report of work as required by BHEL Engineer. The contractor shall also furnish weekly report of overtime work performed by his workers by name, indicating overtime hours of each worker date-wise
2.8.29	The contractor shall execute the work in the most substantial and workman-like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship confirm to the dimensions and clearances given in the drawings and / ro as per instructions of BHEL Engineers.
2.8.30	The contractor shall take all reasonable care to protect materials and work till such time the plant / equipment has been taken over fencing and lighting shall have to be provided by the contractor as a safety measure against accident and damage of property of BHEL/ their client. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous.
2.8.31	It will be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipments and personnel.
2.9	Consequences of cancellation:  Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expense provided that 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 if the cost of completion exceeds the money due to the contractor under the contract the contractor either shall 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 relevant clauses.
2.9.1	In case BHEL completes the work under the provision of this condition, the cost of such completion to the contract or under this condition, shall consist of materials purchase and / or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.
2.10	<b><u>Insurance:</u></b>
2.10.1	BHEL / their customer shall arrange for insuring the materials / properties of BHEL / Customer covering the risks during transit, storage, overhauling, erection and commissioning.
2.10.2	It is the sole responsibility of the contractor to ensure his workmen against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per Workmen's compensation Act. Contractor shall ensure his staff against accidents. The work will be carried out in protected area and as per the rules and regulations of the client / BHEL, in the area of project which are in force from time to time, will have to be followed by the contractor.
2.10.3	If due to negligence and / or non-observance of safety and other precautions, any accident / injury occurs to any other person or public, the Contractor shall have to pay necessary compensation and other / expenses, if so decided by the appropriate authorities.
2.10.4	If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's / customer's property and / personnel should occur, and if BHEL / Customer is unable to recover, in full, cost from the Insurance company the balance will be recovered from the Contractor.
2.11	<b><u>Strikes &amp; Lockouts:</u></b> The contractor will be fully responsible for all the disputes and other issues connected with his labour. In the event of contractor's labour resorting to lockout and if the strike or lockout demand is not settled within a period of one week BHEL shall have the right to get the work executed employing its own labour or through any other agencies or both and the cost so incurred by BHEL, shall be deducted from the Contractor's bills as per clause 2.7. For all purposes whatsoever that employees of the contractor shall not be deemed to be in the employment of BHEL.

2.12	<u>Force Majeure:</u>
2.12.1	The following shall amount to force majeure: Acts of God. Acts of any Government, War sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earth-quake and epidemic and other similar causes over which the contractor has no control.
2.12.2	If the contractor suffers delay in the due execution of the contractual obligations due to delays caused by force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the cause of delay. The contractor shall not, however, be eligible for any compensation,
2.13	<u>Performance Guarantee:</u>  The contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period as given in the tender document from the 1 date of re-commissioning of the set after the capital overhaul. The guarantee shall cover all defects notified during this period and shall I have to be attended to free of cost immediately of at the time our clients are able to given shut down of the set for the required period, when necessary. In case of failure of contractor to attend to the defects, as and when required, in time. BHEL shall arrange to attend the defects and the charges shall be levied to contractor's account and shall be recoverable from the security deposit/ progress payments
2.14	<u>Arbitration:</u>  All disputes or differences between the parties to the contract arising out or in relation to the contract, other than those for which the decision of the Engineer or of any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to other party be referred to sole arbitration of General Manager of BHEL or his nominee, the arbitration shall be conducted in accordance with the provisions of the <b>INDIAN ARBITRATION AND CONCILIATION ACT 1996 OR REVISION THEREOF</b> > The arbitrator shall give reasons for the award.  The parties to the contract understand and agree that it will be no objection that the said General Manager or the person nominated by him as arbitrator, had earlier in his official capacity to deal directly or indirectly

with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute of difference. The award of the arbitrator shall be final and binding on the parties to this contract.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason. It shall be lawful for the said GM, or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another in place of the outgoing arbitrator in the manner aforesaid.

The arbitrator may from time to time, with consent of both the parties to the contract, enlarge the time for making the award.

Work under the contract shall be continued during the arbitration.

The venue of arbitration shall be the place from where the contract / work order is issued or such other place as the arbitrator at his discretion may determine.

### SECTION-III

#### SPECIAL CONDITIONS OF CONTRACT

3.1	<u>Quantum of work</u>
3.1.1	The scope of work given in the tender specification is only approximate and is liable to variation and alterations at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by Resident Engineer as the variation forming major additions to the original scope of work. All repair/ rectification work arising out of normal wear and tear, seizure of parts etc. have to be done by the scope of work of the contract.
3.1.2	The scope of work details out the major activities only. However as per the general maintenance requirement and site condition, certain relation activities may be carried out by the contractor without any extra cost.
3.2	<u>Commencement and completion work:</u>
3.2.1	<p>The starting time and completion time is the essence of the tender. As the time bound program is firmly committed to customer the starting time and completion time should be strictly adhered to. It will not be possible to grant extension in completion time except in extra ordinary circumstances which will be decided entirely at the discretion of BHEL Resident Engineer. Work should normally be carried out in two shifts and sometimes also in three shifts in consultation with the BHEL Resident Engineer.</p> <p>A detailed program of the various activities covered under this contract with specific time periods to fall in the overall frame work of the above dates should be prepared and got approved by BHEL Resident Engineer. The progress against this program shall be reviewed with BEL Resident Engineer at the end of each day and critical areas identified and suitable steps taken in time.</p> <p>If during the review, at any stage of overhauling. BHEL Resident Engineer feels that the delays are not likely to be made up. BHEL reserve the right to take corrective steps as considered necessary by BHEL Resident Engineer to complete work in schedule time and debit the cost incurred there on to the contractor. This does not however absolve the contract of own efforts in I consultation with BHEL Resident Engineer. Every endeavor will be made to see that work proceeds uninterruptedly.</p>
3.2.2	The tenderers should indicate the time required for starting the work once the letter of intent is issued along with the time required for completion. The work may have to commence immediately after opening of the tenders. Hence, preference may be given to those tenders who can commence the work earlier, and also ensure early completion.

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3.2.3	<p>The contractor shall ensure completion of the job in all respects within the days from the date of commencement of work as given in contract.</p>
3.3	<p><b><u>Penalty for delay :</u></b></p>
3.3.1	<p>If not mentioned otherwise in the notice inviting tender, in the event of failure to complete the work in given time, an amount equal to 1/2 % of the contract value per day subject to maximum of 10 % of the contract value will be levied as penalty, in case the balance work IS allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or security deposit.</p>
3.4	<p><b><u>Terms of payments</u></b></p>
3.4.1	<p>If not mentioned otherwise in the notice inviting tender, payment will be made up to a total 90 % against three progressive bills of 30 % each submitted by the contractor in quadruplicated mentioning the allotted and completed percentages of the activities.  On the basis of completed measurement of work done, the bills will be verified by BHEL Site Engineer and certified by BHEL Resident Engineer to arrange payment. Balance 10 % shall be payable after successful completion of job.  All payments are subject to income tax deduction at the applicable rates of the bill amount at source or as per Central Government Laws; No request for advance payment will be entertained by BHEL.  BHEL reserves the right to withhold payment in case terms and conditions as per contract are not fulfilled by the contractor.</p>
3.5	<p><b><u>Inspection and completion or work:</u></b></p> <p>The work being carried out by contractor will be supervised and inspected by our site engineers under the overall supervision of BHEL Resident Engineer.</p>
3.5.1	<p>The work will be deemed as completed when it is finally accepted by BHEL Resident Engineer and job completion certificate is issued. No extra payment will be made for any rework carried out by the contractor to rectify any defective work.</p>
3.5.2	<p>The contractor shall not be entitled for labour idling charges under any</p>

	circumstances.
3.6	<b>Tools, Tackles, Test Equipments and Consumables:</b>
3.6.1	Unless otherwise mentioned in the notice inviting tender, all tools and tackles and consumables required for day to day work like gases, gas cutting sets with accessories, AC/ DC welding sets, TIG welding kits, welding cables, electrodes etc. all necessary power connection to equipment, all temporary electrical connection boards, required for the work shall be arranged by the contractor at his own cost.. However in case of emergency, BHEL may supply certain items, if available, to contractor at actual cost plus handling charges; These will be deducted from contractor's running bills, T&P shall be regularly tested by the contractor to ensure that the same is available in fit condition for use. Testing equipment for conducting various tests, during the progress of overhauling/ commissioning shall have to be provided by the contractor. Spare parts going into permanent installation shall only be provided by BHEL.
3.7	<u>Accommodation for site staff and store space:</u>
	Contractor has to arrange for the stores and office at site and' its maintenance. Space for the same shall be made available as per the availability at site. The contractor shall be responsible to provide all necessary facilities, like residential accommodation with sanitary facilities transport, electricity, water medical, bonus etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him. BHEL assumes no liability in this regards.
3.8	Responsibilities of the contractor
3.8.1	Supervisory staff and labour: The contractor shall employ, specially skilled labour, supervisors and engineers thoroughly conversant with particular type of 'work to ensure quality work. BHEL reserves the right to insist on removal of any employees of the contractor at any time if they find him unsuitable and the contractor should forthwith remove him and provide a suitable substitute.
3.8.2	<u>Planning and Execution:</u> Contractor shall submit a job planning in form of a Bar Chart or PERT chart. A list of manpower category -wise, indicating individual's responsibility job/ activities - wise, shall have to be submitted. Daily program of job shall be displayed on a board near work site one day in advanced. A daily progress report along with Manpower utilized has to be submitted and backlog of the work, if any, shall be covered up in consultation with BHEL Resident Engineer.
3.8.3	<u>Safety and Accident Coverage</u> Contractor shall ensure safety of all his employees at site of work. All employees shall be covered by insurance (workman compensation) against accident, failing which proper action will be taken against the contractor. Contractor shall also ensure proper safety of the equipments under

	overhauling by deputing personnel to guard the equipments round the clock.. Open oil spaces, steam space shall be covered properly against ingress of foreign material while working.
3.8.4	<p><u>House keeping and preservation:</u> Work floor/ area shall be cleaned every day and be kept absolutely clean. A regular cleaning gang may be engaged for the purpose. All dismantled components of the equipments under overhauling should be tag marked and be stored properly according to type of components, namely all loose / small parts shall be kept in boxes bearing and matching components, shall kept on wooden planks. A list of such components shall be maintained to identify/locate, be preserved properly against probable damages. No floor shall be damaged by the contractor while working and necessary steps shall be taken, in case any such damages take place.</p>
3.8.5	<p><u>Tools stores consumables:</u> Tools &amp; tackles other than special tools and tackles supplied along with the equipment, shall be arranged and stored properly by the contractor. A register must be maintained and updated regularly. All consumables, other than those going permanently into the equipments, shall be stored by the contractor for daily use. Regular check shall be made at end of each day's work and exhausted consumables shall be replenished immediately. The contractor's store may be visited by BHEL engineers without notice to contractor for verification.</p>
3.8.6	<p>The contractor shall make all necessary arrangement to receive spares from BHEL/ customer's stores, and when required. The unused and scrap materials shall be returned to BHEL/ Customer's stores on completion of the work. A detailed account shall be submitted by the contractor to this effect at the end of the work certifying no dues remained against them duly signed by Resident. Engineer BHEL /Customer.</p>
3.9	<u>General</u>
3.9.1	Standard printed conditions if enclosed with the offer by the tenders will not considered but only if stated in main body of the offer will be considered for acceptance.
3.9.2	It will be responsibility of the contractor to carry out trial run of all the equipments overhauled and confirm the satisfactory operation of equipment. The contractor's personnel shall be present at the time of final commissioning and attend to any defects that shall occur during this time at no extra cost to BHEL.
4.0	<b>Information Security Of PSNR</b>
4.0.1	The contractor shall ensure that the drawing, documents used during execution of contract are kept strictly confidential. The contractor shall ensure that the information confidentiality integrity and availability are maintained as per business equipments. The information shall not under

	any circumstances, be used in any form with any other agency or for any purpose other than that for which it is intended.
4.1	<b>Social Accountability</b>
4.1.1	PSNR is committed to follow the social accountability in line with SA 8000. The contractor shall duly follow the same during the tenure of execution of the contract.
4.1.2	The Contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
4.1.3	The contractor shall not engage Forced/ Bonded Labour and shall abide by abolition of Bonded labour system (Abolition) Act, 1976
4.1.4	The contractor shall maintain Health & Safety requirement as stipulated in the contract and contract labour (Regulation & Abolition) Act, 1970
4.1.5	The contractor shall abide UN convention w.r.t Human Rights and shall be liable for Discrimination / Corporal punishment for failure inv meeting with relevant requirements.
4.1.6	The contractor shall abide the requirement of Contract labour (Regulation & Abolition) Act 1970 for working hours.
4.1.7	The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948 payment of Wages Act 1936.
5.0	<b>Past Performance</b>
	BHEL reserve the right to reject a bidder based on their unsatisfactory past performance at any other project.
6.0	<b>SERVICE TAX</b>
6.1	<b>"Price quoted shall be exclusive of service tax.</b> The service tax, as legally levyable & payable by the contractor under the provisions of applicable law' / act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not late than the next bill submitted after the due date of deposit. The contractor shall furnish proof of service tax registration with Central Excise Division covering the services covered under this contract; Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project.