

**BHARAT HEAVY ELECTRICALS LIMITED**

**TIRUCHIRAPPALLI-620 014**

**MAINTENANCE & SERVICES**

Dt: 01-11-2014

**NOTICE INVITING TENDER**

1.	Name of work	Replacement of S.S Cyclone with ceramic lined S.S cyclone in CFBC Test Facility in BHEL-Trichy
2.	Location of work	Coal Research area
3.	Earnest Money Deposit	Rs. 10,000/-
4.	Last Date for Receipt of Tenders	25-11-2014 / 14:00 Hrs
5.	Date of Technical cum Qualification Bid Opening	25-11-2014 / 14:30 Hrs.
6.	Period of contract	4 months from the date of award of contract
7.	Date of Price Bid Opening	Will be intimated separately to those who are technically qualified.

Tender documents can also be downloaded at free of cost from BHEL website [http:// \(www.bhel.com\)](http://www.bhel.com) as well as in Govt. tenders website (<http://tenders.gov.in>).

## Annexure-I

**Sub:** Tenders are invited from reputed contractors for Replacement of S.S Cyclone with ceramic lined S.S cyclone in CFBC Test Facility in BHEL-Trichy

**Ref:** Approval note Ref: CRC: 2014-15: CYCL: 01, Dt. 25.08.2014

### Scope of Work

Removal of aluminium cladding, insulation and dismantling existing SS cyclone in Circulating Fluidized Bed Combustion (CFBC) Test facility at BHEL Trichy unit and Erection of new ceramic lined SS cyclone, welding of new manhole in exit duct of cyclone and placing outside insulation and aluminium cladding.

The detailed scope of work is given below and shown in attached Figures 1, 2, 3 and 4.

Sl. No.	Work Description	Figure	Qty	Unit
1	<b>Cutting of 273 mm diameter and 6 mm THK SS pipe</b> Cylindrical pipe between NMEJ (Non-metallic expansion joint) and existing cyclone to be cut with plasma cutting/ grinding wheel	Cut No.1 (Figure 1)	1	No.
2	<b>Cutting of 1000 X 550 x 6 mm rectangular SS connecting duct</b> Rectangular duct connecting combustor and cyclone to be cut with plasma cutting/ grinding wheel.	Cut No. 2 (Figure 1)	1	No.
3	<b>Cutting of 612 mm diameter and 6 mm THK SS pipe</b> Volute finder in the exit of the cyclone to be cut using plasma cutting/ grinding wheel	Cut No. 3 (Figure 1)	1	No.
4	<b>Removal of existing SS cyclone</b> After cutting SS Cyclone (1 MT wt.) at the elevation of 10 meter, it need to be brought down to the ground level and to be placed in stores located at 400 m distance		1	MT
5	<b>Welding of a new manhole in SS cyclone outlet duct</b> Cutting of SS cyclone cylindrical exit duct ( 400 x 400 mm) and welding of new SS manhole (provided by BHEL) in the exit duct for inspection	As shown in Figure 2	1	No.
6	<b>Erection of new Stainless Steel Ceramic lined Cyclone</b> New ceramic lined cyclone (1.2 MT wt.) to be moved from FBC stores and to be erected in place of old cyclone at an elevation of 12m.		1.2	MT
7	<b>Adjustment of existing base supports and expansion guides</b> Adjustments of existing base CS supports to accommodate the new cyclone and adjustments of the existing expansion guides to suit the new cyclone.		1	No.
8	<b>Alteration of cyclone outlet duct to suit back-pass duct</b> Cutting the existing S.S plate (10 mm THK) in the duct to suit the change in position of cyclone and welding of the plate connecting cyclone duct and back-pass duct (SS plate will be provided by BHEL)	As shown in Figure 3	1	No.
9	<b>Changing of the existing standpipe</b> Cutting the existing S.S standpipe of 268 mm dia. & 6 mm THK with plasma cutting and replace with a new standpipe of 268 mm dia. & 6 mm THK to suit the new cyclone	As shown in Figure 4	60	Kg
10	<b>Welding of new ceramic lined cyclone</b> Welding of erected SS ceramic lined cyclone to CFBC test facility (at 6 locations)		1	No.
11	<b>Removal and connection of VLH</b> Hanging supports VLH (2 Nos.) has to remove during replacement of old cyclone and to be re-connected to the newly cyclone		1	No.
12	<b>Covering with Ceramic wool insulation</b>		50	Sq.m

	Cyclone wool insulation has to be removed and replaced during the replacement of cyclone. Any additional insulation required will be provided by BHEL.			
13	<b>Aluminium cladding for insulation</b> Aluminium cladding has to be removed and replaced with new cladding during the replacement of cyclone. Aluminium cladding required will be provided by BHEL.		100	Sq. m
14	One Non-metallic expansion joints (NMEJ) is to be removed during erection and same to be replaced after erection of cyclone		1	No.

**Work Activity Chart:**

**Contract Start Date:** Date of receipt of work order

No	Work Description	Week							
		1	2	3	4	5	6	7	8
1	Site preparation work								
2	Plasma Cutting of 273 mm diameter and 6 mm THK SS pipe								
3	Plasma Cutting of 1000 X 550 x 6 mm rectangular SS connecting duct								
4	Plasma Cutting of 612 mm diameter and 6 mm THK SS pipe								
5	Removal of existing SS cyclone and placing in stores								
6	Welding of a new manhole in SS cyclone outlet duct								
7	Erection of new Stainless Steel Ceramic lined cyclone								
8	Adjustment of existing base supports and expansion guides								
9	Alteration of cyclone outlet duct to suit back-pass duct								
10	Changing of the existing standpipe and replacing NMEJ								
11	Welding of new ceramic lined cyclone								
12	Removal and connection of VLH								
13	Covering with Ceramic wool insulation.								
14	Aluminum cladding for insulation								
15	Operation of CFBC facility and testing. Site cleaning / any finishing works.								

**Technical / Scope Bid:****Company Profile**

1.	Name of the Contractor	
2.	Address	
3.	Phone No.	
4.	E-mail Address	
5.	BHEL Vendor Code	

**Qualification Criteria**

Sl. No.	Tenderers shall fill up the columns [Yes/No] for confirmation	YES	NO
1	Documentary Evidence for execution of similar kind of erection work executed earlier (BHEL /any other Organisation) and also works completed successfully during last 7 years ending last day of month previous to the one in which applications are invited should be any of the following:- (a) Three completed / executed works costing not less than Rs. 1.42 lakhs each contract and each year. OR (b) Two completed / executed works costing not less than Rs. 1.77 lakhs each contract. OR (c) One completed / executed work costing not less than Rs. 2.83 lakhs single contract.		
2	EMD for Rs. 10,000/- (to be submitted). Offer without EMD will be rejected. (EMD will be waived off for MSME/NSIC/SSI vendors upon verification. Copy of Certificate to be enclosed.)		
3	I.T return acknowledged by I.T department for the last 2 years.		
4	PF No. & Date (Document to be attached)-if such contracts executed already		
5	ESI No. & Date (Document to be attached) - if such contracts executed already		
6	Service Tax certificate (Document to be attached) - if such contracts executed already		
7	Labour licence (Central / State Government) should be submitted before commencement of work		
8	PAN CARD copy		

In case the tenderers not fulfilling the above conditions, the offers liable for rejection. The semi-filled incomplete tender documents will be rejected.

**Price Bid format**

Sl. No.	Work Description	QTY	UNIT	RATE/UNIT	AMOUNT (in Rs.)	TOTAL AMOUNT (in Rs.)
1	<b>Cutting of 273 mm diameter and 6 mm THK SS pipe</b> Cylindrical pipe between NMEJ (Non-metallic expansion joint) and existing cyclone to be cut with plasma cutting/ grinding wheel	1	No.	Rate/No.		
2	<b>Cutting of 1000 X 550 x 6 mm rectangular SS connecting duct</b> - Rectangular duct connecting combustor and cyclone to be cut with plasma cutting/ grinding wheel.	1	No.	Rate/No.		
3	<b>Cutting of 612 mm diameter and 6 mm THK SS pipe</b> Volute finder in the exit of the cyclone to be cut using plasma cutting/ grinding wheel	1	No.	Rate/No.		
4	<b>Removal of existing SS cyclone</b> - After cutting SS Cyclone (1 MT wt.) at the elevation of 10 meter, it need to be brought down to the ground level and to be placed in stores located at 400 m distance	1	MT	Rate/MT		
5	<b>Welding of a new manhole in SS cyclone outlet duct</b> Cutting of SS cyclone cylindrical exit duct ( 400 x 400 mm) and welding of new SS manhole (provided by BHEL) in the exit duct for inspection	1	No.	Rate/No.		
6	<b>Erection of new Stainless Steel Ceramic lined Cyclone</b> - New ceramic lined cyclone (1.2 MT wt.) to be moved from FBC stores and to be erected in place of old cyclone at an elevation of 12m.	1.2	MT	Rate/MT		
7	<b>Adjustment of existing base supports and expansion guides</b> - Adjustments of existing base CS supports to accommodate the new cyclone and adjustments of the existing expansion guides to suit the new cyclone.	1	No.	Rate/No.		
8	<b>Alteration of cyclone outlet duct to suit back-pass duct</b> Cutting the existing S.S plate (10 mm THK) in the duct to suit the change in position of cyclone and welding of the plate connecting cyclone duct and back-pass duct (SS plate will be provided by BHEL)	1	No.	Rate/No.		
9	<b>Changing of the existing standpipe</b> - Cutting the existing S.S standpipe of 268 mm dia. & 6 mm THK with plasma cutting and replace with a new standpipe of 268 mm dia. & 6 mm THK to suit the new cyclone	60	Kg	Rate/Kg		
10	<b>Welding of new ceramic lined cyclone</b> - Welding of erected SS ceramic lined cyclone to CFBC test facility (at 6 locations)	1	No.	Rate/No.		
11	<b>Removal and connection of VLH</b> - Hanging supports VLH (2 Nos.) has to remove during replacement of old cyclone and to be re-connected to the newly cyclone	1	No.	Rate/No.		
12	<b>Covering with Ceramic wool insulation</b> - Cyclone wool insulation has to be removed and replaced during the replacement of cyclone. Any additional insulation required will be provided by BHEL.	50	Sq.m	Rate/Sq.m		
13	<b>Aluminium cladding for insulation</b> - Aluminium cladding has to be removed and replaced with new cladding during the replacement of cyclone. Aluminium cladding required will be provided by BHEL.	100	Sq. m	Rate/Sq. m		
14	One Non-metallic expansion joints (NMEJ) is to be removed during erection and same to be replaced after erection of cyclone	1	No.	Rate/No.		

**Terms and conditions related to the above work:**

1. Existing test facility should not get any damage during replacement work. Necessary provisions / supports to be provided to the CFBC facility during the replacement of cyclone to avoid any damage to the setup.
2. All the cutting should be done with plasma cutting. S.S plates and ducts are of 6 mm thick, Flanges are of 10 mm thick.
3. All consumables, like grinding wheel, tools & tackles should be in contractor's scope of work. However, welding electrodes and gas cylinders will be provided by BHEL.
4. Lifting equipment/cranes, plasma cutting sets, grinding machine, grooving machine and scaffolding are to be arranged by the contractor.
5. Accommodation, transport & canteen facilities for all personnel are to be arranged by the contractor.
6. Additional platform & supports to be used where ever necessary.
7. Reference list of similar erection contract work carried out previously by the contractor to be attached.
8. Contractor shall visit the test facility and understand the work content before submitting their offer.
9. The contractor has to arrange for insurance, PF and their statutory requirement to their workmen.
10. The contractor to take all the necessary safety measures.
11. All activities will be inspected and to be accepted by BHEL Engineer.
12. Based on the suggestion/inspection made by the Engineers of BHEL, the erection should be carried out.

**Terms & Conditions of BHEL**

**Tender Submission:**

1. The tender/bidders are advised to submit their bid well in advance of the tender opening date.
2. The covers should be addressed to AGM/M&S/Planning, Maintenance & Service, 2&4 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 14.00 Hrs. on 25-11-2014 and the same are to be dropped in the Tender Box which is kept in the M&S, Ground Floor, 2&4 Bldg., BHEL, Tiruchirappalli-620014. Tenders will be opened by 14.30 (IST) on 25-11-2014 at M&S, Ground Floor, 2&4 Bldg., BHEL, Tiruchirappalli-620014. BHEL is not responsible for any postal delay. The top of the envelope should contain the respective Enquiry Number.
3. Bidder has to submit both Techno-commercial bid (Part -I), Price bid (Part -II) & (3) EMD draft in separate covers.
4. The first envelope shall be contained EMD DD, Subscribing EMD with No. & date. The tender offer will be considered only after receipt of EMD.
5. The second envelope shall be sealed and super scribed as Techno-Commercial Bid for Replacement of S.S Cyclone & Erection of ceramic lined cyclone in CFBC Test Facility in BHEL-Trichy.
6. The third envelope shall contain only Price for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for Replacement of S.S Cyclone with ceramic lined S.S cyclone in CFBC Test Facility in BHEL-Trichy.

7. All the above envelopes shall be kept into another cover and sealed. BHEL is not responsible for any postal delay.
8. Vendor shall sign each and every page of the tender documents and affix seal for having accepted the conditions.
9. In case same rates are quoted by more than one contractor ranking will be done on the basis of higher amount of tax paid based on IT return submitted for the financial year 2013-14.
10. The contractors may satisfy themselves by thorough study of scope of proposed job work by visiting the work site. There shall not be at any time dispute / complaint of any nature regarding scope of work and interpretation after awarding the job.
11. The agencies are advised to visit the BHEL work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future. The Contractor shall carefully study all the terms and conditions as given below.
12. The rates shall be firm for the entire period of the contract.
13. If the Contractor is not able to provide the sufficient service as indicated in the bid, the contractor is liable for forfeiture of the security deposit paid.
14. Detailed scope of work covering the contract, contractual & legal Obligations of the Contractor, and general conditions of Job contracts are enclosed. (Refer Techno Commercial Bid & Price Bid)
15. The committee members will consider PRICE BID only after evaluation of TECHNICAL BID.
16. Tender committee's decision is final and canvassing in any form/influencing the committee will be considered as a disqualification and such contractors will not be considered for future enquiry.
17. L1 rate will be considered as final for the award of contract. The entire scope will be awarded as a package to single contractor.
18. The contractor should bring men to our premises at their own cost, risk and execute the work allotted to them in our premises. Plasma cutting machine, grinding wheel, lifting tackles, etc required for erection should be brought by the vendor. Welding electrodes, welding generator, oxygen & acetylene gases alone will be provided for execution of work.
19. BHEL/Trichy is no way responsible for any loss of life or any injury caused to any of the contractors and their crew while executing the above work at our premises.
20. The contractor or his crew should handle the machinery and other equipments entrusted to them by BHEL / Tiruchirappalli with utmost care and return them safely after execution of stipulated work. The cost of damage repair due to improper handling of machinery and equipment will be recovered from the contractor.
21. BHEL/ Tiruchirappalli reserve the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
22. BHEL/ Tiruchirappalli reserve the right, to cancel or to terminate the contract at any time without assigning any reason.
23. The contractor should maintain a 'Work Diary' containing the details of work executed by them from time to time on daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly to our satisfaction.
24. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).

**Payment Terms:**

**30% payment:** After satisfactory completion of dismantling old SS cyclone in CFBC Test facility without any damage & placing in FBC stores (Activities Sl. No. 1-5 in scope of work).

**50% payment:** After satisfactory completion of Erection of new ceramic lined SS cyclone without any damage to CFBC facility (Activities Sl. No. 6-14 in scope of work).

**20% payment:** Operation of the facility and acceptance by BHEL engineer.

**Advance Payment:** No advance payment shall be arranged for this contract

**Period of Contract:**

**FOUR MONTHS** from the date of receipt of work order.

**Security Deposit:**

Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:-

a)	Up to Rs. 10 Lakhs	10% of PO Value
b)	Above Rs.10 Lakh & Up to Rs. 50 Lakhs	Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
c)	Above Rs.50 Lakh	Rs.4 Lakh + 5% of the amount exceeding Rs. 50 Lakhs

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement.

Security Deposit may be furnished in anyone of the following terms:

- a) Cash.
- b) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- c) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- d) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- e) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl. No. ( a to f).
- f) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.
- g) No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.
- h) All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**Completion Time:** Timely completion of work is very important. Hence the contractor has to engage sufficient no. of workers. As per the instructions of site Engineer, if sufficient workers are not brought to the work spot, penalty will be imposed for the delay caused at 10% of contract value and it may even be extended to termination of the contract.

**Delayed execution:** In case work schedule unreasonably delayed because of non-availability of sufficient man power and non-availability of tools, contract will be terminated and balance work will be got done through some other contractor at their risk& cost.

**Defective work:** The contractor shall rectify the defective work at free of cost any time during one year from the completion of work.

**Laws Governing the Contract:** The contract shall be governed by the Indian Laws for the time being in force.

**Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**16) Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or

composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by AGM/CRC) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/CRC or the same shall be recovered from the Contractor by other means.

In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by AGM/CRC whose decision shall be final and conclusive.

Labourer engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

**Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/CRC or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this

condition, BHEL may complete the work at the contractor's risk and cost (as certified by AGM/CRC which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by AGM / CRC or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM /CRC whose decision shall be final and conclusive.

**Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm IS dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out AGM/CRC shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**Refund of Security Deposit:**

The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or

ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/CRC subject to prompt notification by the contractor.

**Arbitration:**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/CRC or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**Signing Of Contract:**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

**Safety**

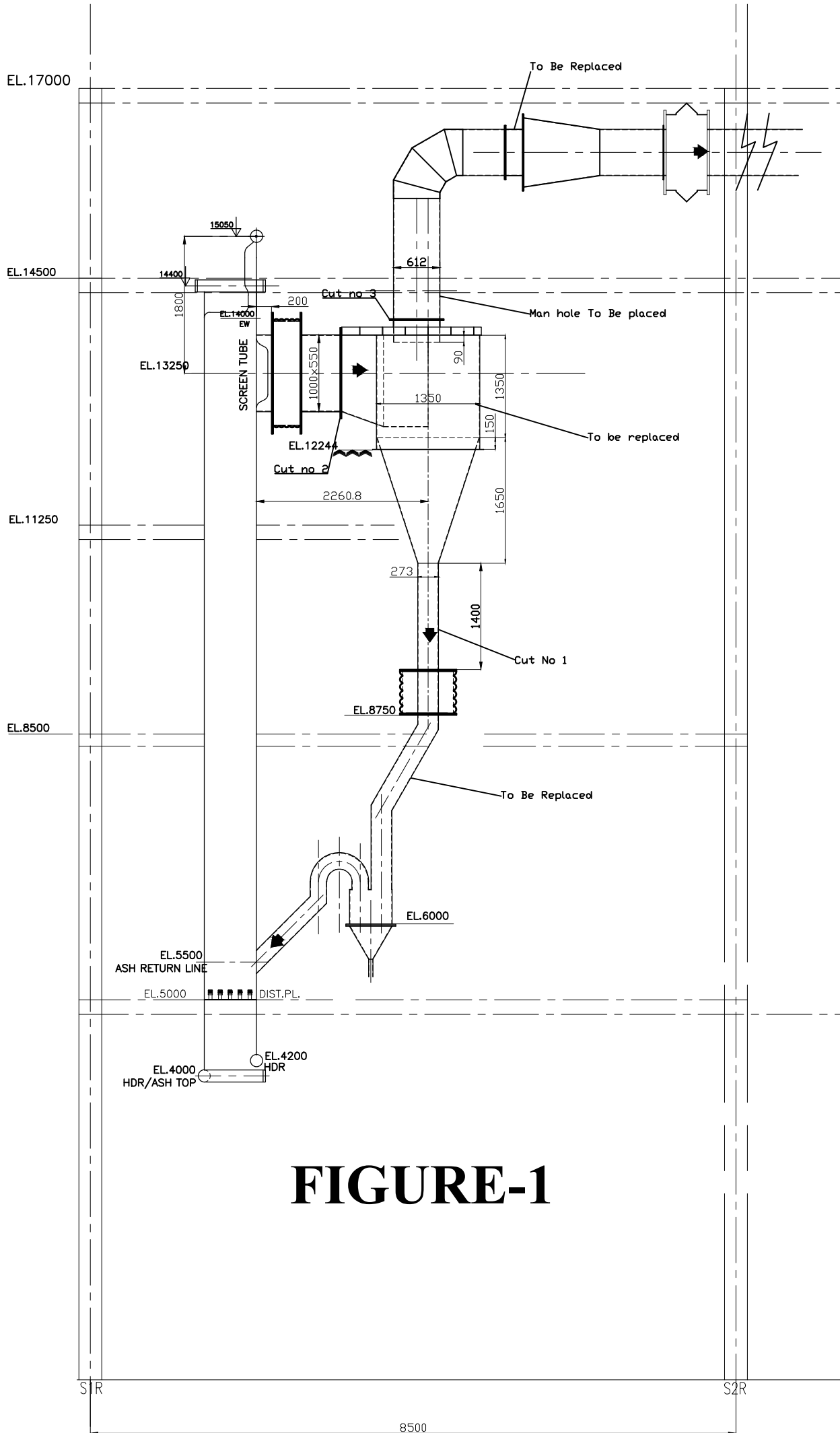
1. Safety items: The contract employees shall follow safe working procedures by using appropriate safety equipments like safety belts, safety shoes, gloves, safety goggles, helmets, welding shields, earplugs, nose filters, aprons, etc. All safety equipments mentioned above shall be supplied by the contractor.
2. All workers shall compulsorily wear safety shoes and helmets at work site. Contract worker not using safety shoes, safety helmets, safety belts at height and not using other appropriate safety items (PPE) for the respective work will be viewed seriously and they will be sent out.
3. The contractor shall ensure that no damage is caused to any equipment at the site. If any such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.
4. Scaffolding shall be done by the contractor with their own scaffolding materials.
5. They have to strictly follow BHEL Engineers safety instructions whenever pointed out.
6. Height permit shall be obtained from the Engineer In- charge to carry out the work at high elevations.

**General Terms and Conditions**

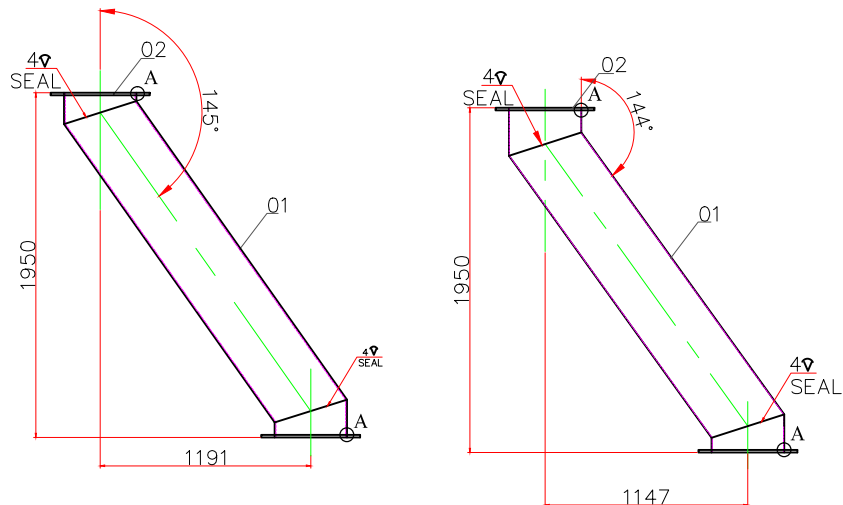
1. **Minimum Wages:** The contractor shall pay minimum wages to his labourers as per Tamil Nadu govt. norms and additional wages Rs.3200/month for unskilled /Rs.3700 per month for semiskilled &Rs.4100/month for

skilled shall be paid and produce copies of attendance records / wage registers. Bonus @ 8.33% of total wage to be paid to the workmen.

2. **Labour Licence** : The contractor shall submit valid Labour Licence before starting the work
3. **PF & ESI** :The contract to be covered under PF and ESI for the labourers engaged
4. The contractor shall comply with all state and central laws, statutory rules and regulations, inclusive of labour and industrial laws, which are applicable from time to time.
5. **Gate Pass**: Pass arrangement for labours shall be arranged by the contractor before commencement of the work. The authorized person / supervisor of the contractor is responsible for making the pass arrangement.
6. **Insurance & workmen compensation**: The contractor shall insure his workmen under Workman compensation Act. It is the sole responsibility of the contractor to ensure his workman against accident and injury while at work. They have to follow relevant pay compensation rules in case of accident/injury.
7. **Service tax** Contractor to quote service tax extra while submitting their offer.



**FIGURE-1**



ITEM TO BE CUT

ITEM TO BE WELDED

FIGURE -4

FRONT VIEW

SIDE VIEW

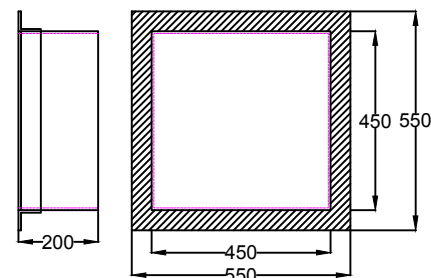
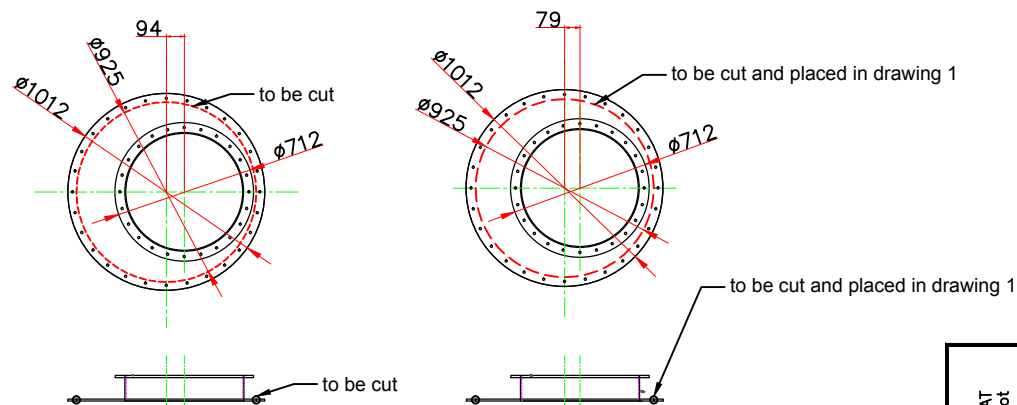
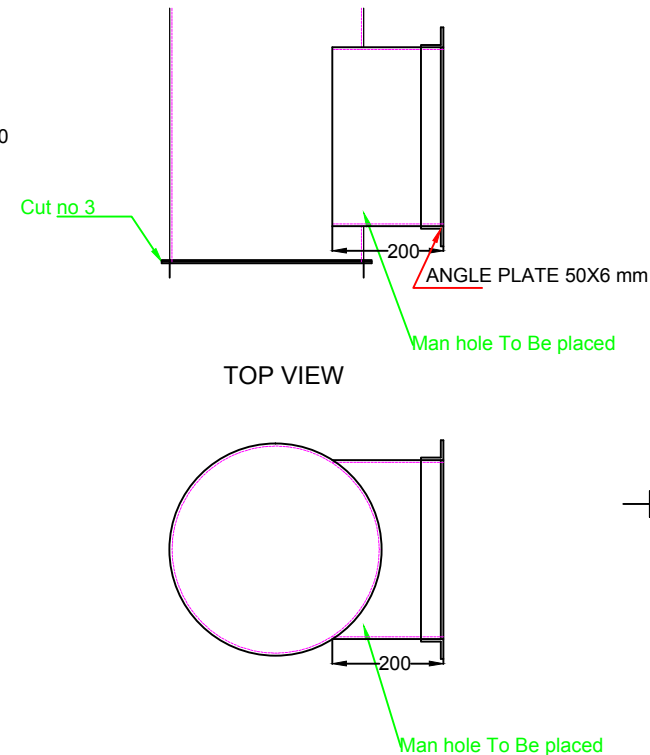


FIGURE -2

TOP VIEW



Drawing 1-existing Design

Drawing 2- to be Erected

FIGURE -3

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TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT: **CFBC TEST FACILITY - R&D**

Bharat Heavy Electricals Ltd  
UNIT: HIGH PRESSURE BOILER PLANT  
TIRUCHIRAPALLI - 620014

DEPT	ALL DIMENSIONS ARE IN MM	PROJECTION	SCALE	WEIGHT (Kg)	REF TO ASSY / OLD DWG
CODE					
TITLE					DRAWING NO :
					REV

DRN	NAME	SIGNATURE	DATE
CHD			
APPD			