

TENDER SPECIFICATION

BHEL:PSSR:SCT: 1196

FOR

Receipt, Unloading at Site Stores / Storage
Yard, Verification, Stacking and Preservation
of Materials / Components for 2 X 120 MW
sets

at

**NALCO CAPTIVE POWER PLANT –
EXPANSION - UNITS 9 & 10
ANGUL ,
ORISSA STATE**

PART – I TECHNICAL BID

BOOK NO :



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

690, Anna Salai, Nandanam, Chennai – 600 035.

INDEX – SCT 1196- MATERIAL HANDLING –NALCO-CPP 2 X 120 MW

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BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector, Southern Region
690, Anna Salai, Nandanam, Chennai – 35

Tender Specification No. BHEL:PSSR:SCT: 1196

Messrs

Date :

Dear Sir,

SUB: Receipt , Unloading at site stores / storage yard, verification, stacking and preservation of materials / components for 2 x 120 MW sets at Nalco Captive Power Plant Units 9 & 10 –Nalco Angul, Orissa State.

Please find enclosed one set of non-transferable tender documents containing - 136 - pages of Tender Specification Booklet for the above work.

You are requested to go through the tender documents and offer your most competitive rate and submit the tender documents duly filled in as per procedure indicated in the tender specification along with requisite EMD of Rs.1,00,000/- (Rupees One Lakh only) in the form of Demand Draft drawn in favour of M/s.Bharat Heavy Electrical Limited Chennai - 35. Bids with Deviations from the tender conditions will be rejected.

A SEPARATE LETTER SHALL BE FURNISHED INDICATING THAT THERE ARE NO DEVIATIONS FROM THE TENDER CONDITIONS(As in Page 8.)

The completed quotations shall reach the office of the under signed on or before **04.09.2006** at **15.00** Hrs. The Technical bids, will be opened on the same day at **15.30** hrs. We shall separately intimate the date for opening the price bids only to those parties who are technically qualified. You are requested to depute your authorized representative at the time of opening.

ANY REVISION OF RATES / PRICES WHATSOEVER AFTER THE TIME AND DATE MENTIONED IN TENDER SPECIFICATION FOR SUBMISSION OF COMPLETED QUOTATIONS SHALL NOT BE ENTERTAINED UNLESS CALLED FOR SPECIFICALLY BY BHEL.

Kindly acknowledge the receipt of the tender documents and confirm your participation.

Kindly note that BHEL reserves the right to reject any or all tenders without assigning any reason.

Thanking you,

Yours faithfully,
For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED

SENIOR DEPUTY GENERAL MANAGER / CONTRACTS

This Tender document is not transferable.

Place : Chennai -35

Encl: One set of Tender documents.



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Southern Region

EVR Periyar Building

690 , Anna Salai, Nandanam, Chennai – 600 035.

SPECIAL INSTRUCTIONS TO BIDDERS

The Bidder must submit their bids as requested in a sealed cover prominently super scribing the Tender Specification number, due date and time of submission as mentioned in the **TENDER NOTICE**.

The following information shall be furnished by the Bidder along with their offer (Technical Bid cover)

01. Details of previous experience during the last five years indicating contract value, duration, completion period and present engagement as per G.C.C.
02. Organisation structure of the Company as per GCC.
03. Financial status of the firm enclosing balance sheet and profit and loss account for the past 3 years and certificate from the Company's Banker as per G.C.C
04. Turnover of the Company in last 3 financial years pertaining to this scope of work only.
05. Latest Income Tax clearance certificate.
06. **BIO DATA** of key personnel presently in the Rolls of the company and proposed site organization for carrying out the work including deployment of Engineers and Supervisors.
07. Declaration sheets as per Appendix of Tender Specification.
08. Checklist and Schedule of General particulars as per Appendix in GCC.
09. T & P owned/deployment details as per G.C.C.
10. Technical manpower deployment details as per G.C.C
11. Other relevant details as per GCC and checklist.
12. These terms and conditions will be read and construed along with General Conditions of contract and in case of any conflict or inconsistency between the General conditions and the Terms and conditions of the tender specification, the provisions contained in the Term and conditions (NIT, Rate Schedule, Common conditions, Special Conditions including Appendices) shall prevail.

13. THE BIDDERS ARE REQUESTED TO FURNISH THE DOCUMENTS LIKE COPIES OF LOI'S, WORK ORDER'S ETC PERTAINING TO THE EXPERIENCE INDICATED IN QUALIFYING REQUIREMENT, AS GIVEN BELOW.

14. QUALIFICATION REQUIREMENT

- a) The bidders should have executed material handling works for power project equipments in any type of power plant or handling of heavy equipments / components of industries such as Petro chemicals, Steel plants, Aluminium Plants, Refineries, Fertilizer plant etc., in the last seven years.
- b) The bidders should have a minimum average financial turn over of **Rs.16 Lakhs** per year in the preceding three years ending 31st March 2005.

The Bidder must have earned profit in any one of the last three financial years ending 31.03.2005 and should have positive net worth as on 31.03.2005.

Bidder should submit audited balance sheet and profit & loss account of the company for last three years ending 31.03.2005 in support of above requirement.

- c) Notwithstanding the above, BHEL reserves the right to reject any Tender or all the Tenders for reasons whatsoever beyond our control and the decision of BHEL is final.

LD / Penalty shall be leviable as per the applicable clauses of GCC.

15. TENDERERS HAVE TO FURNISH A DECLARATION SHEET INDICATING THAT THERE IS NO DEVIATION FROM THE TENDER DOCUMENTS (AS IN PAGE 8). TENDERERS MAY FURTHER NOTE THAT THIS DECLARATION IS A PREREQUISITE FOR BHEL TO CONSIDER THEIR BIDS. BIDS SUBMITTED WITHOUT "NO DEVIATION DECLARATION" WILL BE REJECTED BY BHEL.

16. SAFETY PLAN

Bidder may further note that the submission of safety plan is a prerequisite for BHEL to consider their bids.



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Southern Region

EVR Periyar Building

690 , Anna Salai, Nandanam, Chennai – 600 035.

PROCEDURE FOR SUBMISSION OF SEALED BIDS

The Tenderers must submit their bids as required in two parts in separate sealed covers prominently super scribed as Part I “Technical Bid” and Part II “Price Bid” and also indicating on each of the covers the tender specification number and due date and time as mentioned in the Tender Notice.

Part I (Technical Bid) Cover I

Excepting Rate Schedule, all other schedules, data sheets and details called for in the specification shall be enclosed, in part I Technical Bid only.

Part II (Price Bid) Cover II

All indications of price shall be given in this part II Price Bid.

Tenderers are requested to quote their rates, only in the price bid (part II) provided by BHEL. Quoting of rates in any other form / formats will not be entertained.

These two separate cover I & II (Part I and Part II) shall together be enclosed in a third envelope (Cover III) along with requisite EMD as indicated and this sealed cover shall be super scribed and submitted to Senior Deputy General Manager/Contracts at the above mentioned address before the due date as indicated. The Tenderers will be intimated separately in case any clarifications are required.

NOTE:

Tenderers are issued with 2 Nos. of Technical Bids, 2 Nos. of Price Bids , out of which one set of each document shall be retained by them for their reference. Balance one set shall be submitted along with their offer as per procedure indicated above.

EMD amount for this Tender is Rs.1,00,000/- (Rupees one Lakh only). This EMD amount shall be submitted in the form of demand draft only drawn in favour of M/s. Bharat Heavy Electricals Limited, Chennai – 35.

EMD amount in the form of Bank Guarantee / fixed deposit receipt or in any other form will not be accepted.

ANY REVISION OF RATES / PRICES WHATSOEVER AFTER THE TIME AND DATE MENTIONED IN TENDER SPECIFICATION FOR SUBMISSION OF COMPLETED QUOTATIONS SHALL NOT BE ENTERTAINED UNLESS CALLED FOR SPECIFICALLY BY BHEL.

Sr. Deputy General Manager/Contracts.



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Southern Region

EVR Periyar Building

690 , Anna Salai, Nandanam, Chennai – 600 035.

TENDER NOTICE

Sealed Tenders are invited from reputed contractors with sufficient previous experience in the under mentioned similar nature of work:

Tender Specification No. BHEL:PSSR:SCT: 1196

Description	EMD
Receipt, Unloading at Site Stores / Storage Yard, Verification, Stacking and Preservation of Materials / Components for 2 X 120 MW sets at Nalco Captive Power Plant –Expansion Units 9 & 10 , Angul, Orissa state.	Rs.1,00,000/- (Rupees one Lakh only)

Cost of Tender Documents : Rs.1105/-
(Including all Taxes)

Sale Starts on : 21.08.2006

Sale closes on : 02.09.2006

Due date and Time for Submission : 04.09.2006 15.00 Hrs.

Date and time for opening Of Technical Bids : 04.09.2006 15.30 Hrs.

QUALIFICATION REQUIREMENT

- a) The bidders should have executed material handling works for power project equipments in any type of power plant or handling of heavy equipments / components of industries such as Petro chemicals, Steel plants, Aluminium plants, Refineries, Fertilizer plant etc in the last seven years.
- b) The bidders should have a minimum average financial turn over of **Rs.16 Lakhs** per year in the preceding three years ending 31st March 2005.

The Bidder must have earned profit in any one of the last three financial years ending 31.03.2005 and should have positive net worth as on 31.03.2005.

The bidders should submit audited balance sheet and profit & loss account of the company for last three years ending 31.03.2005 in support of above requirement.

- c) Notwithstanding the above, BHEL reserves the right to reject any Tender or all the Tenders for reasons whatsoever beyond our control and the decision of BHEL is final.

LD / Penalty shall be leviable as per the applicable clauses of GCC.

Interested parties can get the Tender documents from the office of the Senior Deputy General Manager / Contracts on all working days by remitting the cost of tender documents either by Cash or A/c Payee Demand Draft drawn in favour of M/s. Bharat Heavy Electricals Limited, Chennai – 600 035. Money order, Cheques and Postal Orders will not be accepted.

The Bharat Heavy Electricals Limited takes no responsibility for any delay, loss or non-receipt of tender documents sent by post and also reserves the right to reject any or all the tender without assigning any reason therefor. **TENDER NOT ACCOMPANIED BY THE PRESCRIBED EARNEST MONEY DEPOSIT ARE LIABLE TO BE SUMMARILY REJECTED.**

SENIOR DEPUTY GENERAL MANAGER/CONTRACTS

TENDER SPECIFICATION: BHEL:PSSR:SCT:1196

CERTIFICATE FOR NO DEVIATION

I, _____ of

M/s _____

hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

OFFER OF CONTRACTOR

Senior Deputy General Manager/Contracts
Bharat Heavy Electricals Limited,
Power Sector : Southern Region
690, Anna Salai,
Nandanam,
Chennai – 600 035.

Sir,

I/We hereby offer to carry out the work detailed in Tender Specification No.BHEL:PSSR:SCT:1196 issued by Bharat Heavy Electricals Limited, Power Sector : Southern Region, in accordance with the terms and conditions thereof.

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

1. Instructions to Tenderer
2. General Conditions of Contract
3. Special conditions of Contract
4. Other Section, Appendices and Schedules

I/We have deposited/forwarded herewith the Earnest Money Deposit/a sum of Rs.1,00,000/- (Rupees One Lakh only) vide DD.No. Dt. which shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit such additional sum which along with the sum of Rs.1,00,000/- (Rupees One Lakh only) mentioned above, to make up the Security Deposit for the work as provided for in the Tender Specification within the stipulated time as may be indicated by BHEL, Power Sector : Southern Region, Chennai – 600 035.

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

DATE:

CONTRACTOR:

PLACE:

ADDRESS:

Witness with their address

Signature

Name

Address

PROJECT INFORMATION

1.0 INFORMATION:

Customer : M/s NATIONAL ALUMINIUM COMPANY LTD
(A Government of India Enterprise)
NALCO BHAVAN, NAYAPALLI, BHUBANESHWAR 751 013
Phone: 0675- 2301988 TO 2301993
Fax: 0674-2301290,2300580, 2305640

Project Site : NALCO CAPTIVE POWER PLANT EXPANSION
UNIT NO. 9 & 10 AT ANGUL , ORISSA STATE
Location – At Angul in Orissa about 3 Km on the north of the
junction of the National Highways Nos 42 and 43 and just by the
side of NH42.

Nearest Railway station – Angul
Nearest Airport – Bhubaneswar

2.0 CLIMATIC CONDITIONS

The following site conditions shall be considered for the purpose of design and selection of equipment and materials:

Temperature	
Dry Bulb Temperature	27.7 ⁰ C (Mean)
Dry Bulb Temperature	31.6 ⁰ C (Max)
Wet Bulb Temperature	23.8 ⁰ C (Mean)
Wet Bulb Temperature	27.2 ⁰ C (Max)
Extreme Lowest Temperature	27.7 ⁰ C (Mean)
Extreme Maximum temperature	46.7 ⁰ C
Maximum ambient temperature	41.6 ⁰ C
Minimum ambient temperature	10.8 ⁰ C
Rainfall	
Maximum Monthly rainfall	649.9 mm (October)
Average minimum rainfall	678.5 mm (2002)
Average annual rainfall	1700 mm
Maximum rainfall in 24 hrs.	321.8 mm
Relative Humidity	
Maximum Relative Humidity	84%
Minimum Relative Humidity	57%

Wind	
Wind Load	55 m/sec
Predominant Wind direction	South-west to North-East South to North
Seismic Zone	Zone III, as per IS – 1893
Plant Elevation	65 m above mean seal level

**General Conditions of Contract for
Works in Power Sector of
Bharat Heavy Electricals Limited
For Mechanical, Electrical & Enabling works**

SECTION I

1. GENERAL INSTRUCTIONS TO TENDERERS :

1.1 DESPATCH INSTRUCTIONS :

- 1.1.1 This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in sealed cover duly super scribing the name of work as given in the tender notice.
- 1.1.2 The tender shall be addressed to : Officer inviting tender as indicated in the tender notice.
- 1.1.3 Tenders submitted by post shall be sent as “REGISTERED POST ACKNOWLEDGEMENT DUE” or by any mode and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex, fax, electronic mail will not be considered.
- 1.1.4 Tenders shall be opened by authorized official of BHEL at his office at the time and date as specified in the tender notice in the presence of those tenderers or their authorized representatives who may be present.
- 1.1.5 The tenderers 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 tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge. The tenderer should fill up and sign the form provided in the document without fail. The offer is liable for rejection by BHEL if the contractor is not fulfilling this requirement.

1.1.7 **TENDERER MUST FILL UP ALL THE SCHEDULES AND FURNISH ALL THE REQUIRED INFORMATION AS PER THE INSTRUCTIONS GIVEN IN VARIOUS SECTIONS OF THE TENDER SPECIFICATION. EACH AND EVERY PAGE OF THE TENDER SPECIFICATION MUST BE SIGNED, STAMPED 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 and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the least of the two will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.

1.1.9 All entries in the tender shall either be typed or to be written in ink, including ball point pens. Erasers and over writings are not permitted and may render such tenders be liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer, without fail.

1.2 **QUALIFICATION OF TENDERERS :**

Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly detailing their experience along with the offer. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered. The tenderers are requested to refer to the Special Conditions of Contract for any specific requirement and the qualification requirement mentioned, if any.

1.3 **DATA TO BE ENCLOSED :**

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

1.3.1 **FINANCIAL STATUS :**

A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the tenderer enjoys or Solvency Certificate from the concerned Government authority. Information required in Section IV shall be furnished by the tenderer along with the offer.

1.3.2. **INCOME – TAX CERTIFICATES :**

A Certificate of Income –Tax clearance from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during that period.

1.3.3 PREVIOUS EXPERIENCE :

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

1.3.4 ORGANISATION CHART :

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 executives, the number of supervisors, the number of skilled and unskilled persons etc. as per the enclosed format to be furnished (Section IV & V)

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 the partners and their addresses. A copy of the partnership deed/instrument of partnership certified by Notary Public shall be enclosed.

1.3.8 IN CASE OF COMPANIES:

Copy of Certificate of Registration giving date and place of registration including date of commencement. In case of public companies certified copies of Memorandum and Articles of Association are to be furnished.

1.3.9 Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.3.10 Names 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 /appendices.

1.4.0 EARNEST MONEY DEPOSIT :

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

- 1.4.1 Pay Order or Demand Draft duly drawn in favour of Bharat Heavy Electricals Limited.
- 1.4.2 Cash, to the extent permitted under Income-Tax Act.
Note:
1) Cheques, Currency Notes enclosed in covers, Money Orders or Postal Orders will not be accepted.
2) Bank Guarantee will not be accepted.
- 1.4.3 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.
- 1.4.4 The Earnest Money Deposit of the successful tenderer paid in the form of DD/pay order will be retained towards cash portion of Security Deposit.
- 1.4.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender
- 1.4.6 Earnest Money pertaining to the successful tenderer will be forfeited if the tenderer.
1. Fails to start the work as indicated in the Letter of Intent. In case the LOI is silent in this regard, then within 15 days after award of contract.
2. After opening of Tender, revokes/ withdraws his tender within the validity period, revises/alters his earlier quoted rates/conditions.

1.5 **AUTHORISATION AND ATTESTATION:**

- 1.5.1 Tenders shall be signed by persons duly authorized /employed to do so. Certified copies of such authority and relevant documents are to be enclosed.

1.6 **VALIDITY OF OFFER:**

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

1.7 **EXECUTION OF CONTRACT:**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The tenderer shall submit an unqualified acceptance to the letter of Intent within the period stipulated therein. The text of acceptance of Letter of Intent should read as follows:

"We hereby acknowledge receipt of your Letter of Intent No.....dated..... and we convey our unqualified acceptance for the same.

The successful tenderer shall be required to execute an agreement in the prescribed form (Annexure 'D') with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the contractor.

1.8 SECURITY DEPOSIT:

1.8.1 Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount of Security Deposit for satisfactory completion of work.

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

1.8.2.1 Upto Rs.10 lakhs 10 %

1.8.2.2 Above Rs.10 lakhs)
Upto Rs.50 lakhs) 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs

1.8.2.3 Above Rs. 50 lakhs Rs 4. lakhs + 5% of the amount exceeding Rs.50 lakhs

1.8.3 The Security Deposit should be deposited before start of work. Security Deposit may be furnished in any one of the following forms :

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local Cheques of scheduled banks, subject to realisation.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc.
(Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

1.8.3.1 50% of Security Deposit as indicated in the letter of Intent can either be remitted in cash to the cashier of Power Sector of BHEL or submitted in the form of Bank Guarantee in the prescribed Performa, the validity being up to completion of work as stipulated in Letter of Intent and the balance deposit can be remitted in cash or can be recovered by deduction from running bills at 10% of the value of each running bill till the full Security Deposit is made up. The bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the said work is actually completed.

1.8.4 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

- 1.8.5 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.4.4 above.
- 1.8.6 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and Cancellation of the award of work.
- 1.8.7 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, Power Sector, in such a manner that the same can be realised fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 1.8.8 BHEL reserves the right of forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of any other contracts with BHEL.

1.8.9 **RETURN OF SECURITY DEPOSIT:**

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and present an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. **It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.**

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

- 1.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 1.9.1.1 To reject any or all of the tenders.
- 1.9.1.2 To split up the work (Please refer NIT and Special Conditions of Contract).
- 1.9.1.3 Either of the contingencies stated (1.9.1.1) and (1.9.1.2) above to modify the time for completion suitably.
- 1.9.2 Conditional tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc, are liable to be rejected.

- 1.9.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
- 1.9.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.9.5 If 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, any other money due.
- 1.9.6 If the tenderers resort to canvassing in any form in connection with the tenders submitted by them, such tenders are liable to rejection.
- 1.9.7 Should a tenderer or Contractor or in the case of a firm of Company of contractors/ one or more of its partners/Shareholders/ Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL, may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.9.8 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without prior written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.9.9 No interest shall be payable by BHEL on Earnest Money, Security Deposit/ or on any money due to the Contractor by BHEL.

General Conditions of Contract

SECTION II

2.1 DEFINITION:

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

- 2.1.1 BHEL (or B.H.E Ltd) shall mean Bharat Heavy Electricals Limited, a company registered under Indian companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi –110 049, or its Authorised Officers or its Resident Engineer or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 2.1.2 **“GENERAL MANAGER”** shall mean the Officer in Administrative charge of contracting unit of BHEL.
- 2.1.3 **“ENGINEER”** or **“ENGINEER IN CHARGE”** shall mean engineer deputed by BHEL. The term includes “DGM”, “PROJECT MANAGER”, “RESIDENT MANAGER”, “SITE ENGINEER”, “RESIDENT ENGINEER” and “ASSISTANT SITE ENGINEER” of BHEL at the site as well as the Officers in charge at Head Office.
- 2.1.4 **“SITE”** shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specification of this contract.
- 2.1.5 **“ CLIENT OF BHEL”** or **“ CUSTOMER”** shall mean the project authorities to whom BHEL is supplying the equipments/services.
- 2.1.6. **“CONTRACTOR”** shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assignees.
- 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 technical specifications, the special specifications, if any, the tender documents and the letter of Intent/Accepting letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specially accepted in writing by BHEL, in the Letter of Intent and incorporated in the agreement.

- 2.1.8 **“GENERAL AND SPECIAL CONDITIONS OF CONTRACT”** shall mean the “Instructions to Tenderers and General and Special conditions of contract pertaining to the work, for which the tenders are called for”
- 2.1.9 **“TENDER SPECIFICATION”** shall mean the specific conditions, Technical specifications, appendices, site information and drawing” pertaining to the work in which the tenderers are required to submit their offer. Individual specification number will be assigned to each tender specification.
- 2.1.10. **“TENDER DOCUMENTS”** shall mean the General and Special Conditions of Contract (2.1.8) and tender specification (2.1.9)
- 2.1.11. **“LETTER OF INTENT”** shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of this letter and all the terms and conditions of contract are applicable from this date.
- 2.1.12. **“COMPLETION TIME”** shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and confirming to the specifications of the contract.
- 2.1.13 **“PLANT”** shall mean and connote the assembly of the plant and equipment covered by the contract.
- 2.1.14 **“EQUIPMENT”** shall mean all equipments, machineries, materials, structurals, electricals and other components of the plant covered by the contract
- 2.1.15 **“TESTS”** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.
- 2.1.16 **“APPROVED” “DIRECTED” or “ INSTRUCTED”** shall mean approved, directed or instructed by BHEL.
- 2.1.17 **“WORK OR CONTRACT WORK”** shall mean and include supply of all categories of labours, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the 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 be required. Words imparting the masculine gender shall be taken to include the feminine

gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.

2.1.19 **“HEADING”** The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2.1.20 **“MONTH:** shall mean calendar month, unless specified otherwise in the tender.

2.1.21 **“WRITING”** shall include any manuscript typewritten or printed statement under the signature of BHEL.

2.1.22. **‘TEMPORARY WORK’** shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.

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. The Civil Court having ordinary original Civil Jurisdiction at Madras, Tamilnadu shall alone have exclusive jurisdiction in regard to all claims in respect of this contract. No other Civil Court have jurisdiction in case of any dispute, under this contract.

2.3 **ISSUE OF NOTICE:**

The contractor shall furnish to the BHEL Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or of his representative 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.

2.4 **USE OF LAND**

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

2.5 **COMMENCEMENT OF WORK**

2.5.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

- 2.5.2 If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His Earnest Money and/or security deposited with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 2.5.3 All the works shall be carried out under the direction and to the satisfaction of BHEL
- 2.5.4 The transported equipment erected/constructed plant or work performed under the Contract as the case may be shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

2.6 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED

- 2.6.1 All payment due to the contractor shall be paid by "Account Payee Cheques"
- 2.6.2 For progress running bill payment, the contractor shall present detailed measurement sheets, in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be relevant to documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
- 2.6.3 These measurement sheets will be checked by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineers. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in measurement books and signed by both the parties.
- 2.6.4 Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in M book and signed by both the parties and paid for after duly effecting recoveries due.
- 2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from his corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
- 2.6.6 Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
- 2.6.7 The measurement shall be taken jointly by persons duly authorised on the part of BHEL and by the contractor.

- 2.6.8 The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9 If at any time due to any reason whatsoever, it becomes necessary to remeasure the work done in full or in part, the expenses towards such measurements shall be borne by the contractors.
- 2.6.10 Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed by the contractor if pointed out at a later date by BHEL.
- 2.6.11 Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Due" and "No Demand" certificates. All the tools and tackles loaned to him should be returned in good condition, satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

2.7 **RIGHTS OF BHEL**

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

- 2.7.1 To get the work done through other agency at the risk and cost of the contractor in the event of Contractor's poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of the work, persistent disregard to instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, nonfulfillment of any contractual obligation etc, and to claim, recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 2.7.2 To withdraw any portion of work and or to restrict/alter quantum of work as indicated in the contract during the progress of erection and get it done through other agency and / or by departmental labour to suit BHEL's commitment to its customer or in case decided to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

- 2.7.3 To terminate the Contract after due notice of 21 days from the date of issue of the letter, recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of.
- 2.7.3.1 Contractor's continued poor progress.
- 2.7.3.2 Withdrawal from or abandonment of the work before completion of the work.
- 2.7.3.3 Corrupt act of Contractor.
- 2.7.3.4 Insolvency of the Contractor.
- 2.7.3.5 Persistent disregard to the instructions of BHEL.
- 2.7.3.6 Assignment transfer, subletting of the contract without BHEL's permission.
- 2.7.3.7 Non-fulfilment of any contractual obligations.
- 2.7.4 To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
- 2.7.5 To claim compensation for the total losses including BHEL's supervision charges, overheads, penalty/LD suffered by BHEL for completion of works, whenever the contract has to be terminated for the reasons attributable to the contractor.
- If the works are delayed beyond the stipulated time for the reasons attributable to the contractor, LD/Penalty will be levied at the rate of 0.5 percent per week of delay or part thereof, subject to a ceiling of 10 percent of the contract value.
- 2.7.6 To terminate the Contract or to restrict the quantum of work and pay for portion of work executed, in case BHEL's contract with their customers are terminated for any reason.
- 2.7.7 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfil any of his obligations.
- 2.7.8 To restrict or increase the quantity and nature of work to suit site requirement since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.

- 2.7.9 To deploy BHEL's fitters, welders, operators and technicians in case of emergency / poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.
- 2.7.10 While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled for any compensation or extra payment on this account.
- 2.7.11 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

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

- 2.8.1 As far as possible, unskilled worker shall be engaged from the local areas in which the work is being executed.
- 2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religions and other customs.
- 2.8.3 The contractor shall comply with all State and Central Laws, Statutory Rules, Regulation etc., such as : The payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employees' Provident Fund Scheme, Employees' State Insurance Scheme, Contract Labour (Regulations and Abolition) Act, 1970 and other Acts, Rules & Regulations for labour as may be enacted by the Government during the tenure of the contract and having in 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. (Salient Provisions of the Contract Labour (Regulation & Abolition) Act 1970, Workmen Compensation Act 1923, Employees' State Insurance Act 1948, Minimum Wages Act 1948, Employees' Provident Fund and Miscellaneous Act 1952, which are reproduced in Section-III. However the contractor should take care of the latest amendments into consideration)
- 2.8.4 The Contractor shall pay all taxes , fees, licence, charges, deposits, duties, tools, royalty, commissions or other charges, which may be leviable on account of any of his operations in executing the contract. In case BHEL is forced to pay any of such taxes BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.

- 2.8.5 While BHEL would pay the inspection fees of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site Inspection Certificates etc., will have to be made by the Contractor. However, BHEL will not make any payment to Boiler Inspector in connection with contractor's welders' qualification/requalification tests etc.
- 2.8.6 The contractor shall be responsible for provision of health and sanitary arrangements more particularly described in Contract Labour (Regulations & Abolition) Act, safety precautions etc., as may be required for safe and satisfactory execution of the contract. Please refer Clause 2.15.0 also.
- 2.8.7 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 2.8.8 The contractor shall be responsible for proper behavior and observance of all regulations by the staff employed by him.
- 2.8.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.10 All the properties/equipment/components of BHEL/ their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL /their client.

The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good conditions 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, damage, repairs etc., the cost thereof, as may be fixed by the Site Engineer will be recovered from the contractor.

- 2.8.11 It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However depending upon the availability/possibility BHEL's / customer's 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 conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable, shall be recovered from contractor's bills / Security Deposit in one installment.
- 2.8.12 The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.

- 2.8.13 In case the Contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
- 2.8.14 Any delay in completion of works/or non achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than a shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15 The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16 All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The Contractor shall be responsible for the safety of the equipment/ material and works to be performed by him and shall maintain all lights, fencing guards, signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents fire hazards and due precautions shall be taken against fire hazards and Atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment materials and construction tools and tackle shall be posted at site by the contractor till the completion of the work under this contract.

The Contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles, etc., as per prescribed standards and practices.

- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site office for record purpose, if so called for.
- 2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19 No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 2.8.20 Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
- 2.8.21 The contractor shall take all reasonable care to protect the materials and work till such time the Plant/equipment has been taken over by BHEL / their client.

- 2.8.22 Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All such problems /dispute shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 2.8.23 Contractor shall keep the area of work clean and shall remove the debris etc. while executing the work every day. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.8.24 The contractor shall execute the work in the most substantial and workman-like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/or as per the instructions of the Engineer.
- 2.8.25 The contractor shall furnish daily labour deployment report indicating the classification and number of workmen engaged. Besides the contractor also shall furnish progress reports on work every day as required by the Engineer.

2.9 **CONSEQUENCES OF CANCELLATION:**

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

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

2.10 **INSURANCE:**

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

2.11 **STRIKES & LOCKOUTS:**

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

2.12 **FORCE MAJEURE:**

- 2.12.1 The following shall amount to force majeure
Acts of God, Act of any Government, War, Sabotage, Riots, Civil commotion Police Action, Revolution, Flood, Fire , Cyclones, Earth quake and Epidemic and other similar causes over which the Contractor has no control.
- 2.12.2 If the Contractor suffers delay in the due execution of the contractual obligation due to delays caused by Force Majeure as defined above, the

agreed time of completion of the job covered by this contract or the obligation of 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 causes of delay and the Contractor shall not be eligible for any compensation.

2.13 **GUARANTEE:**

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

2.14 **ARBITRATION:**

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the engineer or 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 or his nominee. The arbitration shall be conducted in accordance with provisions of the Arbitration and Conciliation Act, 1996.

The parties to the contract understand and agree that it will have no objection than the General Manager or the person nominated as arbitrator had earlier in his official capacity dealt 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 or 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 of his award being set aside by the court for any reasons; it shall be lawful for the General Manager or his successor, as the case may be either to act himself as the Arbitrator or to appoint another arbitrator in the place of the outgoing arbitrator in the manner aforesaid.

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

Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be a place from which the contract is issued or such other place as the arbitrator at his discretion may determine.

2.15.0 SPECIFICATION FOR HEALTH, SAFETY AND ENVIRONMENT (HSE)

The contractor has to necessarily submit the safety plan while submitting the offer. The safety plan should indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. During negotiations before placing the work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety plan. The contractor shall abide by BHEL decision in this respect . Tenders not accompanied with safety plan are liable for rejection.

2.15.1 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act(s) / legislations, General Conditions of Contract (GCC). Special Conditions of Contract (SCC) and job specification. Where different documents stipulate different requirements, the most stringent be adopted.

2.15.2 REFERENCES

This document should be read in conjunction with following

- General Conditions of Contract(GCC)
- Special Conditions of Contract (SCC)
- Scope of work
- Relevant IS Codes
- Reporting Formats

2.15.3 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY CONTRACTORS

2.15.3.1 MANAGEMENT RESPONSIBILITY

- a. The contractor to comply with HSE requirement at Construction sites as enclosed to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- b. The HSE management system shall cover the HSE requirements including but not limited to what is specified under Para 2.15.1 and para 2.15.2 above.
- c. Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above.

No of workers deployed upto 250 - Designate one safety Supervisor

Above 250 & upto 500 - Deploy one qualified and Experienced Safety Engineer/Officer

Above 500 (for every 500 or less) - One additional safety engineer/officer, as above.

- d. Contractor shall indemnify & hold harmless BHEL/Customer & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirements.
- e. The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.
- f. BHEL shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the contractor. Regular awareness programmes and work site meetings shall be arranged on HSE activities to cover hazard involved in various operations during construction.
- g. The contractor shall arrange suitable first-aid measures such as First Aid Box, trained personnel to give First Aid and install fire protection measures such as adequate number of steel buckets with sand and water to the satisfaction of BHEL/customer.
- h. Non-Conformance on HSE by Contractor (including his Sub-contractors) as brought out during review/audit by BHEL/customer representatives shall be resolved forthwith by Contractor. Compliance report shall be provided to BHEL.
- i. The contractor shall ensure participation of his Resident Engineer/Site-in-Charge in the Safety Committee/HSE Committees meetings arranged by BHEL/customer. The compliance of any observations shall be arranged urgently. He shall assist BHEL/customer to achieve the targets set by them on HSE during the project implementation.
- j. The Contractor shall adhere consistently to all provisions of HSE requirement In case of non-compliance or continuous failure in implementation of any of HSE provisions, BHEL/customer may impose stoppage of work without any cost & time implication to BHEL/customer and /or impose a suitable penalty for non-compliance with a notice of suitable period, upto a cumulative limit of 1.0% (one percent) of contract value. This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage of work, its extent & minor penalty shall rest with BHEL/customer & binding on the contractor.

- k. All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BHEL/customer. BHEL/customer shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

2.15.3.2. **HOUSE KEEPING**

2.15.3.2.1 Contractor shall ensure that a high degree of house keeping is maintained and shall ensure interalia, the following

- a) All surplus earth and debris are removed/disposed off from the working areas to identified location(s)
- b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified location(s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified locations.
- d) Roads shall be kept clear and materials like pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machinery.
- e) Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be allowed on roads, which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure overall cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverised materials etc, shall be covered while moving within the plant area.

In case of non-compliance of any of the above, BHEL shall have the liberty to get it done from some other agency at their risk and cost.

2.15.3.3. **HEALTH SAETY AND ENVIRONMENT**

- ☞ The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and BHEL/customer. Contractor shall ensure deployment of appropriate

equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

☞ The contractor shall ensure that all their staff and workers wear Safety helmet and Safety shoes. Contractor shall ensure use of safety belt, protective goggles, gloves etc., by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

☞ The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipment. All lifting equipment shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach thereto, shall be provided by the Contractor before starting the actual operations at night. It is mandatory for contractor to get his workmen medically examined/checked for fitness of work assigned once a year and furnish the certificate to that effect from a RMP/Govt. Hospital.

☞ Hazardous and / or toxic materials such as solvent, coating or thinners shall be stored in appropriate containers.

☞ All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.

☞ Contractor shall ensure that during the performance of the work, all hazard of the health of personnel have been identified, assessed and eliminated.

☞ Chemical spills shall be contained & cleaned up immediately to prevent further contamination.

☞ All personnel exposed to physical agents such as ionizing or non-ionizing radiation, or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.

☞ Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personnel protective equipment such as gloves, goggles, aprons, chemicals resistant clothing and respirator shall be used.

☞ All persons deployed at site shall be knowledgeable of and comply with environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorisation of BHEL/customer.

2.15.4 **DURING JOB EXECUTION**

Implement Health, Safety and Environment requirements including but not limited to as brought out under para 2.15.3. Contractor shall ensure to:

- Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical/explosive materials and its use and implement all precautions mentioned thereon.
- Submit timely the completed checklist on HSE activities, monthly HSE report, accident reports, investigation reports etc., as per BHEL/customer requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to BHEL/customer.
- Ensure the Resident Engineer/Site in charge of the contractor shall attend all the Safety Committee/HSE meetings arranged by BHEL/Owner. In case of his absence from site that a second senior most personnel shall be nominated by him in advance and communicated to BHEL/customer.
- Display at site office and work locations caution boards, list of hospitals, emergency services available.
- Display posters, banners made available by BHEL for safe working to promote safety consciousness.
- Assist in HSE audits by BHEL/Customer and submit compliance report.
- Generate & submit HSE records/report as per HSE plan.
- Appraise BHEL/Owner on HSE activities at site.

2.15.4.1 RELEVANT IS CODES FOR PERSONAL PROTECTION(suggested)

IS 2925 - 1984	Industrial Safety helmets
IS 4770 - 1968	Rubber gloves for electrical purposes
IS 6994 - 1973 (Part I) IS 8807 - 1978 IS 8519 - 1977	Industrial Safety Gloves (Leather & cotton Gloves) & Body protection devices
IS 1989 - 1986 (Part I & III)	Leather safety boots and shoes
IS 3738 - 1975	Rubber knee boots
IS 5557 - 1969	Industrial and knee boots
IS 6519 - 1971	Code of practice for selection, care and repair of safety Foot Wear
IS 11226 – 1985	Leather safety footwear having direct moulding sole
IS 5983 - 1978	Eye protectors
IS 9167 - 1979	Ear protectors
IS 3521 - 1983	Industrial safety belts and harness

2.15.5 MONTHLY CHECKLIST CUM COMPLIANCE REPORT

(for compliance during execution)

PROJECT :

CONTRACTOR :

DATE :

OWNER :

INSPECTION BY

Note: Write 'NA' wherever the item is not applicable.

ITEM	YES	NO	REMARKS	ACTION
HOUSE KEEPING				
Waste containers provided and Used				
Sanitary facilities adequate and clean				
Passageways and Walkways clear				
General neatness of working areas				
Other				
PERSONAL PROTECTIVE EQUIPT				
Goggles: Shields				
Face protection				
Hearing protection				
Safety shoes provided				
Hand protection				
Safety Belts				
Other				
EXCAVATIONS/ OPENINGS				
Openings properly covered or barricaded				
Excavations shored				
Excavations barricaded				
Overnight lighting provided				
Others				
WELDING, CUTTING				
Gas cylinders chained				

ITEM	YES	NO	REMARKS	ACTION
Upright				
Cables and hoses not obstructing				
Screens or shields used				
Flammable materials protected				
Fire extinguisher(s) Accessible				
Other				
SCAFFOLDING				
Fully decked platforms				
Guard and intermediate rails in place				
Toe boards in place				
Adequate shoring				
Adequate access				
Other				
LADDERS				
Extension side rails 1 m above				
Top of landing				
Properly secured				
Angle ± 70 from horizontal				
Other				
HOIST, CRANES AND DERRICKS				
Condition of slings, chains, hooks, & eyes O.K.				
Inspection and maintenance logs maintained				
Outriggers used				
Signs/barricades provided				
Signals observed and understood				
Qualified operators				
Other				
MACHINERY, TOOLS AND EQUIPMENT				
Proper instruction				
Safety devices				

ITEM	YES	NO	REMARKS	ACTION
Proper cords				
Inspection and maintenance				
Other				
VEHICLE AND TRAFFIC				
Rules and regulations observed				
Inspection and maintenance				
Licensed drivers				
Other				
TEMPORARY FACILITIES				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
Secured against storm damage				
General Neatness				
In accordance with electrical requirements				
Other				
FIRE PREVENTION				
Personnel instructed				
Fire extinguishers checked				
No smoking in prohibited areas				
Hydrants clear				
Other				
ELECTRICAL				
Proper wiring				
ELCB'S provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Others				
HANDLING AND STORAGE OF MATERIALS				

ITEM	YES	NO	REMARKS	ACTION
Properly stored or stacked				
Passageways clear				
Other				
FLAMMABLE GASES AND LIQUIDS				
Containers clearly identified				
Proper storage				
Fire extinguisher nearby				
Other				
WORKING AT HEIGHT				
Erection plan				
Safety belts and lanyards; chute lines				
Other				
ENVIRONMENT				
Chemical and other Effluents properly disposed				
Cleaning liquid of pipes disposed off properly				
Water used for hydro testing as per agreed procedure				
Lubricant waste/engine oils properly disposed				
Waste from Canteen, offices, sanitation etc., disposed properly				
Disposal of surplus earth, stripping materials, Oily rags and combustible materials done properly				
Green belt protection Hygienic conditions at labour camps O.K.?				
Availability of First Aid facilities				
Proper sanitation at site, office and Labour camps				
Arrangement of medical facilities				
Measures for dealing with Illness				

ITEM	YES	NO	REMARKS	ACTION
Availability of Potable drinking water for Workmen & staff.				

Signature of Resident Engineer with seal

2.15.6 ACCIDENT CUM FIRE REPORT

(To be submitted by the contractor after every accident within 24 hours of accident)

Name of the site :..... Report No

Contractor :

Name of the injured &

Age :.....

Father's Name :

Sub Contractor M/s :

Date and Time of accident :

Location :

Brief Description of the accident :

Cause of the Accident :

Nature of Injury / Damage :

Medical aid provided / action taken :

Intimation to the local authorities :

Signature of the contractor with seal

Date :

To
Site Incharge / BHEL

2.15.7 SUPPLEMENTARY ACCIDENT & INVESTIGATION REPORT

Project : Supplementary to Report No:

Site : Date :

Contractor :

Name of the Injured :

Age :

Father's Name :

Subcontractor M/s :

Date and time of accident :

Location :

Brief Description and cause of accident :

Nature of injury / damage

Comments from the Medical Practitioner, who attended the victim/injured:

Suggested improvement in the working condition if any:

Loss of man hours and impact on site works:

Any other comment by the safety Officer:

Signature of the contractor
With seal

Date :

To :

**2.15.8 MONTHLY HEALTH, SAFETY AND ENVIRONMENT (HSE)
REPORT**

(to be submitted by each contractor)

Actual work start date:

For the month of:

Project:

Report No.

Name of the contractor:

Status as on:

Name of the work

Name of the Safety Officer:

Item	This month	Cumulative
Total strength (staff + workmen)		
Number of HSE meetings organised at site		
Number of HSE awareness programmes attended at site		
Whether Workmen Compensation Policy taken	Yes / No	
Whether Workmen Compensation Policy is valid	Yes / No	
Whether workmen registered under ESI Act	Yes / No	
Number of fatal accidents		
Number of loss time accidents (other than fatal)		
Other accidents (non-loss time)		
Total number of accidents		
Total manhours worked		
Manhour loss due to fire and accidents		
Compensation cases raised with Insurance		
Compensation cases resolved and paid to workmen		
Remarks		

Date

Safety Officer / Resident Engineer
(Signature & Name)

To
Site Incharge, BHEL

SALIENT PROVISIONS OF CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

- A. The Act applies to every establishment in which twenty or more workmen are employed or were employed any day in the preceeding twelve months, as contract labour.
- B. **CONTRACTOR**
1. In relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour (OR)
 2. Who supplies contract labour for any work of the establishment and includes a subcontractor.
- C. “Establishment” means:
- i. any office or department of the Government or a local authority, or
 - ii. any place where any industry, trade, business, manufacture or occupation is carried on
- D. “Principal Employer” means:
- In any other establishment, any person responsible for the supervision and control of the establishment.
- E. “Workmen” means:
- Any person employed in or in connection with the work of any establishment to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied.
- F. Notes – “Contractor” – The definition of the expression “Contractor” has two wings. One is in relation to the establishment in which he contracts to supply labour on contract and another in relation to the contractor himself. Any contractor whose work is to supply contract labour for any work in any establishment, including a sub-contractor will be governed by the Act, provided he is employing twenty or more persons.
- G. An establishment engaged in construction work or manufacturing process might either employ labour through a contractor or it might entrust the execution of the work itself to a contractor who will employ his own workmen.

- H. The usual test is whether the employer has control over the labour and actual execution of the work.
- I. In all other establishment the person in the control of the establishment will be the principal employer. The importance of the definition of the principal employer lies in the fact that it is he who engages the contract labour and who is made responsible for due observance and discharge by the contractor of the duties and obligations enjoyed on him by the Act.
- J. Liability of principal employer in certain cases (Section – 20)
- I. If any amenity required to be provided under Section 16, Section 17, Section 18, or Section 19 for the benefit of the contractor within the time prescribed therefor such amenity shall be provided by the principal employer within such time as may be prescribed.
- II. Responsibility for payment of wages.
- a) Contractor is responsible for payment of wages to each worker employed by him as contract labour and wages shall be paid before the expiry of such period as may be prescribed.
- b) Principal employer will nominate a representative to be present at the time of disbursement of wages by the contractor and certify the amount paid as wages.
- c) It is the duty of the contractor to ensure disbursement of wages in the presence of authorized representative of principle employer.
- d) In case the contractor fails to make payment of wages within the prescribed period or make short payment, then the Principal Employer shall be liable to make payment of wages in full or the unpaid balance due as the case may be to the contract labour employed by the contractor and recover the amount so paid from the contractor either by reduction from any amount payable or as a debt payable by the contractor.
- K. Registers and other records maintained by the contractor (Sec.29)
1. Form – 13 (Rule 75) – Register of workmen employed by the contractor
 2. Form – 14 (Rule 76) – Employment Card –
 3. Form – 15 (Rule 77) – Service Certificate
 4. Form – 16 (Rule 78) (1) (a) (I) – Muster Roll
 5. Form – 17 (Rule 78) (1) (a) (I) – Register of Wages
 6. Form – 18 (Rule (1) (a) (I) – Register of Wages cum Muster Roll
 7. Form – 19 (Rule 78 (1) (b) – Wage Slip
 8. Form – 20 (Rule 78) (1) (a) (ii) –Register of deductions for damage or loss
 9. Form – 21 (Rule 78) (1) (a) (ii) – Register of Fines

10. Form – 22 (Rule 78) (1) (a) (ii) – Register of Advances
11. Form – 23 (Rule 78) (1) (a) (iii) – Register of Overtime
12. Form – 24 (Rule 82) (1) – Half yearly return to be sent by the Contractor to the Licensing Officer.

13. Display of Notice Board with details of work, No. of workers engaged, Rate of wages paid, date of payment of wages, date of payment of unpaid wages, name of the Principle employer, Name and address of the Inspecting Officer in Hindi, English and local languages at a prominent place.

14. Display of Labour Licence obtained from the Licencing officer

15. Display of Extract of Contract Labour (Regulation and Abolition) Act 1970 in Hindi, English and local languages.

L. Compliance by the contractor on commencement of work and completion of work.

1. Application for licence in Form – IV (Rule 21 (1) to be submitted to the Licensing Authority along with Form – V – Form of Certificate by the Principle Employer for obtaining labour License.

2. On obtaining labour licence, Form VI – A rule 25 (2) (viii) to be submitted by the contractor regarding commencement / completion of contract work to the Licensing Officer /Inspecting Authority.

3. Form – VII Rule 29 (2) to be submitted by the contractor for application of renewal of license.

S.17 Rest Rooms

(1) In every place wherein contract labour is required to halt at night in connection with the work of an establishment.

a. to which this Act applies and

b. in which work requiring employment on contract labour is likely to continue for such period as may be prescribed.

These shall be provided and maintained by the contractor for the use of contract labour such number of rest rooms or such other suitable alternative accommodation within such time as may be prescribed.

(2) The rest rooms or the alternative accommodation to be provided under sub-section (1) shall be sufficiently lighted and ventilated and shall be maintained in a clean and comfortable condition.

S.18 Other facilities

It shall be the duty of every contractor employing contract labour in connection with the work of an establishment to which this Act applies, to provide and maintain:

- a. sufficient supply of wholesome drinking water for the contract labour at convenient places;
- b. sufficient number of latrines and urinals of the prescribed specification so situated as to be convenient and accessible to the contract labour in the establishment; and
- c. Washing facilities:

S.19 First aid facilities:

1. These shall be provided and maintained by the contractor so as to be readily accessible during all working hours and a first aid box equipped with the prescribed contents at every place where contract labour is employed by him.
 2. Every principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.
 3. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer.
3. In case the contractor fails to make payment of wages within the prescribed period or makes short payment then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amounts so paid from the contractor either by deduction from any amount payable to the contractor under the contract or as a debt payable by the contractor.

II. SALIENT PROVISIONS AND COMPLIANCE OF WORKMEN'S COMPENSATION ACT 1923

- A. An Act which provides for payment by certain Classes of employers to the workmen compensation for the injury by accident.
- B. Employer's liability for compensation – Sec 3 – If personal injury is caused to a workmen by accident arising out of and in the course of employment, his employer shall be liable to pay compensation in accordance with the provisions of this Act.
- C. Compensation to be paid when due and for default, penalty will be levied from the contractor.
- D. For the purpose of calculation of compensation as per the Act,
 - 1) the monthly wages means average amount payable for a month of service to the workmen, during the twelve months preceding the accident.
 - 2) Employee who is drawing monthly wages of more than Rs.4000/- would be treated as four thousand.
 - 3) Employees who are drawing monthly wages of less than Rs.4000/- the monthly wages would be the actual wage drawn.
- E. Where temporary settlement – whether total or partial results from the injury, a half monthly payment of the sum equivalent to 25% of monthly wages of the workmen is to be paid by the employer to the workmen.
- F. No payment of compensation in respect of a workmen whose injury has resulted in death, and no payment of lump sum as compensation to a women or a person under legal disability shall be made otherwise by depositing to the Commissioner and no such payment made directly by an employer shall be deemed to be a payment of compensation.
- G. In case of fatal accident , the employer is to submit Form EE Rule – 11 – Report of Fatal Accident to the workmen's compensation Commissioner within 72 hours from the date of occurrence of accident.
- H. Employer should deposit the compensation for fatal accident in Form 'A' to the workmen Commissioner.
- I. In case of partial permanent disablement, memorandum of agreement in Form K,L,M are to be registered with Workmen Compensation Commissioner before disbursing the compensation amount to the Workmen.

III. SALIENT PROVISIONS AND COMPLIANCE OF EMPLOYEES’ STATE INSURANCE ACT 1948

- A. An Act to provide for certain benefits to employees in case of sickness, maternity and employment injury and to make provision for certain other matters in relation thereto.
- B. An employee means any person employed for wages in or in connection with the work of a factory or establishment to which this Act applies and
1. Who is directly employed by the Principal employer or on any work of, incidental or preliminary to or connected with the work of, the factory or establishment whether such work is done by the employee in the factory or establishment or elsewhere or
 2. Who is employed or through and immediate employer on the premises of the factory or establishment or under the supervision of the principle employer or his agent on work which is ordinarily part of the work of the factory or establishment or which is preliminary to the work carried on in or incidental to the purpose of the factory or establishment ; or
 3. Whose services are temporarily lent on hire to the principal employer by the person with whom the person whose services are so lent or let on hire has entered into a contract of service; and includes any person employed for wages on any work connected with the administration of the factory or establishment or any part, department or branch thereof or with the purchase of raw materials for, or the distribution or sale of the products of, the factory or establishment;
 1. (or any person engaged as an apprentice, not being an apprentice engaged under the Apprentices’ Act, 1961 (52 of 1961), or under the standing orders of the establishment: but does not include)
 2. (a) any member of the Indian naval, military or air forces; (or)
(b) any person so employed whose wages(excluding remuneration for overtime work) exceed (Such wages as may be prescribed by the Central Government) a month:

Provided that an employee whose wages (excluding remuneration for overtime work) exceed (such wages as may be prescribed by the Central Government) a month at any time after (and not before) the beginning of the contribution period, shall continue to be an employee until the end of that period;

- C. ‘Principal employer ‘mean’
- (i) in a factory, the owner or occupier of the factory and includes the managing agent of such owner or occupier, the legal representative of a deceased owner or occupier, and where a person has been named as the

manager of the factory under the Factories' Act 1948 (63 of 1948), the person so named;

- (ii) in any establishment under the control of any department of any Government in India, the authority appointed by such Government in this behalf or where no authority is so appointed, the head of the department;
- (iii) in any other establishment, any person responsible for the supervision and control of the establishment.

D. Compliance by the Contractors:

- (i) To open ESI Code No. for remitting the contribution both employer and employee every month for the workmen engaged by them.
- (ii) Remitting the contributions in the prescribed format in Form – 6 regularly every month.
- (iii) Submission of Form – 1, Form – 1 A, Form – 1B, Form –4, Form – 4A, Form –1 6 (Accident Report) and Form – 17.
- (iv) Monthly details of remittance along with salary should be submitted to BHEL.
- (v) Yearly return of details of Wages, details of ESI recovery, details of remittance to be submitted to BHEL.
- (vi) On completion of the work ESI clearance certificate obtained from local ESI authorities is to be submitted to BHEL for enabling to release the final bill.

E. Wherever ESI Act is not applicable, the contractors shall have to cover their employees under Workmen Compensation Act 1923 by availing an insurance policy under the scheme of WC Insurance.

F. All Government owned Insurance companies issue Workmen Compensation Insurance Policies as per term applicable. Insurance shall cover all Workmen employed by the contractor on any given date.

IV. MINIMUM WAGES ACT 1948

Salient features

- A. An Act to provide minimum statutory wages for scheduled employment and to provide maximum daily working hours, weekly rest and overtime.
- B. It applies to all establishments employing one or more persons in any scheduled employment
- C. Compliance by the contractor
 - (i) To pay the prescribed minimum wages or more to the Workmen engaged by them.
 - (ii) Displaying abstract of the Act in English and local language in Form 9-A
 - (iii) Submission of Annual Return in Form – 3 to the statutory authorities.

V. EMPLOYEES' PROVIDENT FUND AND MISCELLANEOUS PROVISION ACT 1952

(Salient features)

- A. An Act to provide for the institution of Provident Funds, Pension and Depositing in Linked Insurance Fund.
- B. It applies to all Contract Labour employed by the Contractor even for casual labour since the Principal Employer's establishment where the contractor is executing a job has already employed more than 20 workmen.
- C. The Act includes the contract labour as an employee who is employed for Wages in any kind of work and who gets his wages directly or indirectly from the employer and includes any person employed by or through a Contractor in or in connection with the work of the establishment.
- D. Compliance by the Contractor:-
 - (i) The contractor should apply for PF Code while submitting his Annual Balance Sheet and other documents required to the Regional provident Fund Commissioner.
 - (ii) If not, the contractor should get an additional code number from the Principal employer's code number and deposit the PF remittances regularly.
 - (iii) Copies of monthly remittances on the prescribed forms should be submitted to BHEL as a proof of compliance along with wage sheet.
 - (iv) Yearly submission of return indicating month wise salary, recoveries of PF and employers contribution and total reconciliation of the above in Form – 3A
 - (v) On joining the above scheme, Membership form, Nomination forms and other related forms are to be submitted to PF authorities by the contractor.

(vi) On completion of the works, the contractor should obtain a clearance certificate from PF authorities with total reconciliation of wages paid, PF recovered and remitted as per extant rules of the above Act for further processing of final bills by BHEL.

(vii) The contractor shall also arrange to obtain yearly statements of PF remittances from PF authorities in respect of each employee for whom he has remitted PF Monthly and issue the same to concerned workmen periodically.

SECTION III

COMMON CONDITIONS OF THE CONTRACT

1.0 SCOPE OF WORK

Providing manpower, tools and plants, materials, handling equipments and consumables, supervision and execution of material handling work which includes unloading of components at stores / storage yard verifying and stacking in the project area.

Transportation of certain materials from Godown of Transport carriers, at Neyveli, unloading, verification of components which includes unpacking of cases / crates, repacking after verification, preservation, stacking of all the components at stores / storage space, shifting of materials from one location to another location within storage area and wherever required keeping the materials / components by raising height.

From the area/delivery points of all materials/components pertaining to generating units, auxiliaries, piping, miscellaneous plants and equipments, panels, cables and other electrical equipments, oil drums, tools, plants or any other items and equipments meant for erection, commissioning, and office equipment / furniture and miscellaneous items, contractor to use his own cranes, tractor/trailers, trucks, lorries, slings, jacks, lifting tackles and any other equipments for this job. Handling of equipments for verification of components including opening of cases / crates / boxes and repacking / stacking after verification shall also be the responsibility of the contractor. Compliance with statutory obligations as well as any other requirements/provisions with respect to contractor's manpower, equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations etc., to be the responsibility of the contractor.

THE CONTRACTOR SHALL STRICTLY ABIDE BY THE STATE AND CENTRAL LAWS, STATUTORY RULES, REGULATIONS ETC. AS INDICATED IN GCC SECTIONS. IN ADDITION THE CONTRACTOR SHALL HAVE TO COMPLY WITH PROFESSIONAL TAX / SERVICE TAX AND PF/ LABOUR LICENCE REGULATIONS FOR ALL HIS EMPLOYEES / WORKMAN AS PER THE LOCAL AUTHORITIES/GOVERNING BODIES INSTRUCTIONS.

2. FACILITIES TO BE PROVIDED BY BHEL:

Open space for construction of temporary office & storage shed will be provided by BHEL and contractor has to make his own arrangements for his labour tenements.

Electricity shall be arranged by the contractor at his cost. The required power will be on chargeable basis as specified by customer. Prevailing rate as on date charged by customer per **KWH is Rs 2.85 (Two point Eight Five)**. Any increase in the prevailing rate should be to contractor's account, and there will be no subsidy from BHEL. Incase of power failure, the required power generating sets (DG Sets) with fuel and other consumables shall be arranged by the contractor at his cost, and the operation and maintenance of the same shall be borne by the contractor.

Water will be arranged by the contractor at his cost for execution of contractual obligations as well as drinking / general use.

3. FACILITIES TO BE PROVIDED BY THE CONTRACTOR

- i. The contractor shall be responsible to provide all necessary facilities like residential accommodation, transport, distribution of water and power, medical insurance etc. as required under the various labour laws and other statutory rules and regulations as applicable at site for their staff, labour.
- ii. Contractor has to make his own arrangements for his labour tenements.
- iii. The contractor will make his own arrangement for his communication needs at his site office.
- iv. Contractor shall deploy labour at site strictly in accordance with the guidelines approved by our Customer.
- v. For movement of cranes, tractor, trailers, if sleeper/plates are required, the same shall be arranged by contractor at his own cost.
- vi. The contractor will provide two computers and its accessories with operator for data entering for store records.
- vii. Apart from manpower required to execute the contract successfully the following minimum manpower shall be arranged with in the quoted rate of the contract.

Well trained / qualified Store keepers(min 4 Nos) with suitable assistance and min 2 Nos of Engineers/Supervisors for organizing and executing material handling functions like receipt, unloading in specified area, verification & stacking, preservation as per the guide lines of BHEL, issues to BHEL sub- contactors on BHEL authorisation, data entering and maintaining receipt & store records both in ledgers and in computers, reporting of shortage/damages, preparing insurance claims etc.,

4. SOMS (Site Operations Management System)

SOMS is an Online WEB based system covering all aspects of site operations from estimation to contract closing. The modules include:

1. Documentation management System
2. Materials Management System
3. Tools & Plants (T&P), IMTE System
4. Erection / Material Handling and billing System.
5. Performance Monitoring of Contractors, Welders and total no. Of joints
6. Site Deviation / Failure Monitoring System, SARs, CARs.
7. Management Information Report System (MIRS)
8. Customer billing
9. Sub Contractor Billing
10. Integration of Contractor bill payments, Recoveries from Contractor, T&P Hire Charges with existing Financial System already running in BHEL.
11. Local purchase material accounting system.
12. Insurance claim management

OBJECTIVE

- WEB based system for all site related activities to effectively carry out, monitor and analyse activities on line for different sites.
- Lowering inventory cost, timely completion of planned activities and transfer of information without delay.
- Allow monitoring the project effectively.
- Interface with Online Finance System and aid activity based costing.
- Tool for effective Project Monitoring at HQ.
- Cover all site activities presently being done manually
- Create a database for future use
- Eliminate paper based reports
- Provide access to all users on need to know basis. This covers BHEL employees, Customers, Vendors etc.

The broad overview and objectives of SOMS is indicated above, however the tenderer is responsible and execute functions relevant to his scope of material handling contract.

ENVIRONMENT

The system works with following environment:

SERVER:

Operating system – Linux 7.x
Oracle database - 9.i
Oracle application server – 9.ias

CONTRACTOR SCOPE OF SITE OPERATION MANAGEMENT SYSTEM

The requirement of the site operation Management System which includes materials receipt, issue etc., are to be carried out on-line and running bills are to be submitted through the system. Hence the contractor should arrange their own PC system as per the following specification with qualified operators at their cost. It is the responsibility of the contractor for the operation and the maintenance of the system, and if any fault /

failure of the system should be rectified immediately without delay, at contractors cost. Contractor has to note the above aspects and quote accordingly.

The system will be connected to BHEL server.

Specification for PC system

(To be Arranged by the Contractor at their Cost)

Sl.No	Features	Minimum Requirements
1	Processor	Intel Pentium IV, 2 GHz or above
2	Chipset	Intel 845 or higher Intel Chipset
3	RAM	256 MB DDR SDRAM
4	HDD	40 GB
5	FDD	1.44 MB
6	Optical Drive	48 x of above CDD
7	Monitor	15" VGA Colour
8	Keyboard	Minimum 104 keys Windows keyboard
9	Mouse	2 Button Scroll mouse
10	Ethernet	Integrated 10/100 Mbps NIC for LAN
11	Ports	Minimum 1 Parallel, 1 Serial, 2 USB
12	Software	Windows 2000 or XP Professional
13	Accessories	Mouse pad & Dustcovers
14	UPS	1 KVA UPS with 1 hr. backup
15	Printer	A4 size Laser Printer – 20 ppm or above (with all consumables, cartridges & stationery)

5.0 TOOLS, TACKLES AND CONSUMABLES

The contractor shall arrange all Tools and Plants including Cranes / Tractors / Trailors / Trucks etc. at his own cost.

Tenderers have to furnish a list of Tools and Plants including cranes, Tractor / Trailors etc. which they propose to deploy for this work.

The contractor at his cost shall arrange crane operator, diesel, petrol and other consumables required for the tools and plants, equipments etc. Preventive and routine maintenance of tools and plants are also to be arranged by the contractor at his cost without any delay.

For heavier components /equipments like HP steam turbine, LP turbine & Boiler drum, etc., the contractor has to make his own arrangements at his cost. BHEL will not provide any crane / T & P's for unloading the above components.

BHEL will not provide any T & P , including crane for this scope of work.

6.0 RESPONSIBILITIES OF THE CONTRACTOR

1. Contractor shall be responsible for examining all the shipment and notify BHEL Engineer immediately if any damage, shortage, discrepancy etc., for the purpose of engineer's information. The contractor shall submit a report every week detailing in this regard.
2. For timely completion of the job, the contractor may have to work in one or more shifts. He will not be eligible for any extra charges on this account.

7.0 WORK SAFETY REGULATIONS

1. The contractor shall ensure the safety of all the workmen, materials, and equipment either belonging to him or to others working at site.
2. The contractor will notify the Engineer of his intention to bring on to site any equipment or any container, with liquid or gaseous Fuel or other substances which may create hazard. The Engineer shall have the right to prescribe the conditions under which the

equipments or container may be handled and used during the performance of the work and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction plant and to forbid its use, if in his opinion, it is unsafe. No claim due to such prohibition shall be entertained by BHEL.

3. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in petroleum act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the Engineer. In case any approvals are necessary from the Chief Inspector of Explosives or any statutory authorities, the contractor shall be responsible for obtaining the same.

8.0 INSURANCE

The contractor shall take suitable, insurance policies to cover his workers under Workmen's Compensation Act to cover risks of his staff/Engineers through group personnel accident insurance policy, to cover risks of his tools tackles and equipments and a suitable insurance policy to cover damage to property or personnel or third parties.

9.0 OTHER IMPORTANT CONDITIONS

9.1 SAFETY

- a. T & P used by contractor should be of tested quality bearing ISI marks. Necessary test certificates to be produced by the contractor for all the T & P received by him at site for acceptance by BHEL Engineer. BHEL will reject any T & P without IS test certificate and the same cannot be utilized on job.
- b. Only trained and experienced personnel to be used on the job. Signaling for rigging operations must be given by workers who are possessing required skill and experience in handling materials.

- 9.2 Contractor shall strictly follow all safety conditions as per clause 2.15 and its sub clauses of G.C.C Booklet Non-conformity of safety rules and safety appliances will be viewed seriously and the BHEL has right to impose fine on the contractor as under:

Sl.No.	Safety	Fine (Rs.)
01	Not wearing safety helmet	50/-
02	Not wearing safety belt	100/-
03	Grinding without goggles	50/-
04	Not using 24V supply for internal work	500/-
05	Electrical plugs not used for hand machines	100/-
06	Not slinging properly	200/-
07	Using damaged sling	200/-
08	Lifting cylinders without cage	500/-
09	Not using proper welding cable with lot of joints and not insulated properly	200/-
10	Not removing small scrap from platforms	200/-
11	Gas cutting without taking proper precaution or not using sheet below gas cutting	200/-
12	Not maintaining elec. Winches which are being operated dangerously	500/-
13	Improper earthing of electrical T & Ps	500/-

- 9.3 Contractor shall necessarily fill up the safety plan format available in General Conditions of Contract booklet enclosed with this tender and submit along with their offer.

10.0 CONTRACTOR SHALL DEPLOY A SAFETY OFFICER EXCLUSIVELY TO HANDLE SAFETY REQUIREMENT.

- 10.1 Contractor to provide his own, Tractors / Trailers with operators. Required fuel for these equipments and maintenance of the same will be contractor's responsibility.
- a. Any breakdown of crane, trucks, trailers and any other handling / lifting equipments, T & P etc. used by the contractor must be set right within twenty four hours. Contractor cannot attribute such breakdown for delay in unloading and transportation of materials, stacking etc.
 - b. If the contractor fails to set right his handling equipments and T & P in time, as stated above, BHEL shall have the right to hire these equipments from other sources and give it to the contractor if found necessary. All the expenditure incurred in this regard will be recovered from the contractor's running bill. However, it is not obligatory on BHEL and cannot be quoted by the contractor for any demurrage or any other charges incurred by the contractor on account of the same.
- 10.2 The contractor will arrange for gate passes and any other permits required for carrying out his work from the respective agencies at his own cost. He will also comply with regulations of the customer within the project area, any of the State Government and other Government agencies.
- 10.3 In case the contractor wishes to take up any other work of similar nature in the same project area, he should obtain prior permission of BHEL before taking up such work. BHEL reserves the right to accord/reject permission depending on exigencies of work.
- 10.4 Contractor has to make payment of freight charges against the LWB/PWB/RR upto a limit of Rs. 500/- per consignments and claim reimbursement of the same from BHEL by producing necessary supporting documents. For freight charges beyond Rs. 500/- (Rupees five hundred only). BHEL will arrange to pay the freight charges by cheque / DD to the carriers / Railways.

11.0 PROGRESS OF WORK

- 11.1 During the course of material Handling if the progress is found unsatisfactory or the materials are not unloaded in time without any delay or in the opinion of BHEL, if it is found that the skilled workmen like Riggers, operators, technicians and Helpers employed are not sufficient, BHEL will induct required additional workmen to improve the progress and recover them from contractor's bill, all charges incurred on this account including all expenses together with BHEL overheads.
- 11.2 The progress reports shall indicate the progress achieved against planned with reasons indicating delays if any and shall also furnish in details the reasons for the same and shall give remedial action which the contractor intends to take to make good the slippage or lost time so that further works can proceed as per the original programme and the slippage do not accumulate and affect the overall programme.
- 11.3 The contractor shall submit daily, weekly and monthly progress reports manpower reports material reports consumables report and other reports considered necessary by the Engineer.
- 11.4 The manpower reports shall clearly indicate the manpower deployed category wise daily specifying also the activities in which they are engaged. The periodicity of the reports will be decided by BHEL Engineer at site.
- 11.5 The contractor shall arrange for weekly progress review meeting with the "Engineers" at site during which actual progress during the week vis-à-vis scheduled programme shall be discussed for action to be taken for achieving targets. The programme for subsequent week shall also be presented by contractor for discussion. The contractor shall constantly update/revise his work programme to meet the overall requirements and suit the material availability.
- 11.6 The contractor shall submit detailed monthly plan after discussion with BHEL Engineer and the same has to be forwarded by the first week of the month (Working month or calendar month).

12.0 SPECIFIC REQUIREMENTS FOR ISO 9001 - 2000

IMPORTANT NOTE

Contractors shall ensure that all their Staff/Employees are exposed to periodical training programme conducted by qualified agencies/personnel on ISO 9001-2000 Standards.

Contractors shall ensure that the Quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.

Contractor shall ensure that all Inspection, Measuring and Testing equipment that are used, whether owned by the contractors or used on loan, are calibrated by the authorized agencies and the valid calibration certificate will be available with them for verification by

BHEL. A list of such instruments possessed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.

Contractors shall arrange for the inspection of the works at various stages as required by BHEL. Immediate corrective action shall be taken by the contractors for the non-conformances if any, observed and pointed out by BHEL.

HSE SPECIFIC REQUIREMENT

13.0 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM

SUB CONTRACTOR TO ENSURE COMPLIANCE OF THE FOLLOWING **HEALTH** RELATED POINTS

01. Sub-contractor to identify nearest hospital for Health check up of his staff and workers and intimate BHEL site office & PSSR HQ.
02. To arrange for occupational health check up / screening of contractor's staff and workers engaged in sub contracting activities. In this, category of workmen such as welders, gas cutters, grinders, radiographers, crane operators are to be given exclusive attention in respect of health screening.
03. Sub-contractor to arrange an ambulance vehicle or emergency vehicle on a continuous basis to meet any emergency situation arising at site work in which his staff and workers are engaged.
04. To provide appropriate facilities for prompt first aid treatment of injuries and illness at work. One first Aider for each sub contractor to be provided. First Aider should undergo training on first aid.
05. To provide filtered drinking water at selected place in a clean container.

SUB CONTRACTOR TO ENSURE COMPLIANCE OF THE FOLLOWING **SAFETY** RELATED POINTS

01. Personnel protective equipment (PPES): Required number of following PPES (Confirming to Relevant is Standards) to be made available to workmen at site and ensured that they are used .
 - ❑ Helmet
 - ❑ Safety goggles
 - ❑ Welding face shields
 - ❑ Safety belts for working at heights
 - ❑ Safety shoes
 - ❑ Ear plugs
 - ❑ Rubber gloves and mats for low tension (I.T) electrical works
 - ❑ Gum boots & aprons
 - ❑ Other items as required by BHEL site

02. Sub contractor to liaise with nearest fire station and inform contact telephone number and contact person to meet any emergency.
03. To provide appropriate fire fighting equipment at designated work place and to provide fire fighting training to selected persons in his group of workmen to meet emergencies.
04. To provide adequate number of 24 V power supply points to work in a constrained and enclosed space.
- 05 . All power tapping points / switch boards /power & control cabling should fulfill required electrical safety aspects as per relevant is standard.
- 06 ELCH's (Earth leak circuit breakers) at all electrical distribution points to be provided.
07. Red and white caution tape of proper width (1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavated area, etc.
08. To provide sub-contractors company logo or clothing to all staff and workers for identification including identity cards with photographs approved by BHEL.
09. High pressure and structural welders to be identified with colour clothing and to display copy of welders certificate with photographs of welder at the work place. They also should be in possession of valid welding procedure.
10. To display safe handling procedure for all chemicals such as lube oil, grease, sealing compound, kerosene, diesel etc. at stores & respective work place.
11. Contractor should authorize a person at site to stop work if there is a unsafe work noticed as per his knowledge.
12. Fitness for use of erected scaffolding to be certified by the contractors approved scaffolder and the certificate should be displayed on the scaffolding itself. If the scaffolding is unsafe , the same should not be used. The certificate is to be updated daily. The scaffolding to be made as per the relevant is standard.

13. For making platform on the scaffolding , proper thickness and size of the plank of required quality wood to be used. The safe working load of the platform to be displayed on the scaffolding itself. Proper use of platform to be explained to the user.
14. All plant equipment should have inspection report before put in to use.
15. All T&Ps should be of reputed brand and having quality certificates.
16. All IMTE's should have valid calibration certificate from recommended institution / testing lab and these should be in place.
17. All lifting tackle and plant equipment should have safe working load certificate.
18. The right worker should be deployed for right job and the resume of site in charge, supervisors, and key workers to be submitted before commencement of work..
19. Sub-contractor should submit inspection / testing matrix of all T&Ps and to be approved by BHEL.
20. Sub-contractor to display safety slogan, safety board, caution boards wherever required in consultation with BHEL.
21. Sub-contractor to provide gas detectors of reputed make at desired locations.
22. Sub-contractor to conduct emergency mock drills, one drill per 6 months and submit report to BHEL.
23. Safe handling and storing of all equipment with adequate space to be ensured.
24. Sub contractor to deploy safety supervisor till the completion of the project.
25. Sub contractor to comply the safety reporting procedure of BHEL as practiced at present and also additional requirements that may arise out of future improvements in the safety management system. This includes computation of safety indices such as frequency rate, severity rate & incident rate.

26. Sub contractor to identify probable emergency situations such as electric shocks to workmen, caving in of shored earth, fall from height, collapse of scaffolding fire etc., and should have clear action plan to overcome them. Sub contractor to take required guidance from BHEL in this regard.
27. Sub contractor to identify hazardous activities which he may carryout and should train his workmen in those activities with the relevant operation control procedures. Sub contractor to take required guidance from BHEL in this regard.
28. Safe work permit system to be followed while working in confined space / near electric systems.

SUB CONTRACTOR TO ENSURE COMPLIANCE OF THE FOLLOWING ENVIRONMENT RELATED POINTS

1. HOUSE KEEPING : Sub contractor to carry out daily house keeping of work areas / stores through a check list prepared in consultation with BHEL.
2. Sub contractor shall adopt pollution prevention / reduction /control approach in all his site activities. this shall include:
 - a. Transporting of oil / chemicals from stores to site safely without causing spillage. In case of any spillage, the area shall be cleaned and the remnant spilled oil disposed off to a safe place, identified for such disposal.
 - b. To use required containers / cans / safety gadgets /appliances for transporting and for usage of oil / chemicals at site.
3. Sub contractor shall arrange for segregation / collection of scraps and dispose off to the identified place meant for scrap collection.
4. Sub contractor to adopt good erection practices / procedures with the objective of reduction of waste generation / rework.

OTHER HSE REQUIREMENTS TO BE COMPLIED BY SUB CONTRACTOR

1. Sub contractor to clearly understand and accept the HSE policy of PSSR with a commitment to comply the requirements of the policy.
2. Sub contractors to arrange for daily meeting of their supervisors and work force before they disperse for their daily planned activities where in the relevant health , safety and environment aspects of the job and use of PPES are explained
3. Sub contractor to conduct monthly HSE meeting (internal) and submit the report to BHEL.
4. HSE slogans to be displayed in a proper board – hoarding at designated places in consultation with BHEL.
5. Sub contractor to submit a structured programme for training & occupational Health Screening of their work force at site after the Award of LOI.

IMPORTANT NOTE

**Bidders are requested to furnish the
Informations as required in appendices of
Section IV & V of this booklet**

**Attach separate sheet if necessary
Bids with incomplete particulars
Will be summarily Rejected**

General Conditions of Contract

SECTION IV

APPENDIX –I

FINANCIAL VIABILITY

- | | | | |
|----|--|------|-----|
| 1. | Owner's capital in the business (in case of Partnership please mention percentage shares and amounts) | Rs. | |
| 2. | Quantum of business done during | 1. | Rs. |
| | Last three financial years (only in | 2. | Rs. |
| | Construction of Power Plants) | 3. | Rs. |
| 3. | Value of fixed assets of the | 1. | Rs. |
| | Business in last three years | 2. | Rs. |
| | | 3. | Rs. |
| 4. | Guarantee limits (if any enjoyed by the firm) | | |
| 5. | Overdraft limits (if any enjoyed by the firm) | | |
| 6. | Income Tax paid during the last | 1. | Rs. |
| | Three years | 2. | Rs. |
| | | 3. | Rs. |
| . | Please state whether Audited profit & Loss Account and Balance Sheet for the last 3 Years are enclosed | YES/ | No |

Signature of the Tenderer

Note: All the documents should be duly certified by auditor/Bank as may be applicable.

SECTION IV**LIST OF QUALIFIED MANPOWER AVAILABLE**

(A) List of Qualified Manpower available with the Tenderer:

Sl.No.	Name	Qualification	No. of years of Experience (ref.note 2)
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(B) List of Qualified Manpower to be deployed exclusively for this Contract:

Sl.No.	Name	Qualification	No.of years of Experience(ref.note 2)
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Signature of the Tenderer

Note:

1.The Manpower indicated against paragraph(B) above shall be further augmented with additional category/number of Tools and plants as and when required and as directed by the Engineer in charge to complete work as per the time of completion accepted.

2. The experience may be indicated fieldwise (Attach separate sheets if necessary)

SECTION IV

DETAILS REGARDING SIMILAR JOBS EXECUTED/IN PROGRESS

Sl.No	Details of jobs Executed/in Progress with Location of Project/site In the last 5 years	Financial value of the contract	No. of skilled/ unskilled Workers deployed at the project/ site for the job	No. of staff, deployed at the project site for execution of the job	Remarks
1	2	3	4	5	6

Signature of the Tenderer

APPENDIX –IV

SECTION IV

ANALYSIS OF UNIT RATE QUOTED

S.No.	Description	Percentage of the unit rate quoted	Remarks, if any. Ref. Note 2
1.	Site facilities Viz. Electricity, water , workshop and other infrastructure facilities.		
2.	Salary & Wages for staff and workers		
3.	Consumables		
	a) Gases		
	b) Electrodes		
	c) Steel materials		
	d) Others		
4.	Depreciation & Maintenance for T&P and other items		
5.	Establishment & Admn. Expenses of site		
6.	Retrenchment benefit		
7.	Overheads		
8.	Profit		
9.	Extra work incidental to Erection		

Note:

1. All tenderers are requested to note, the rates quoted by them are not disclosed in any way while furnishing the above details.
2. Bidders are requested to indicate the type of accommodation he is planning to provide for staff & workers and the details of medical, conveyance and other amenities he is planning to provide for staff & workers in a separate sheet.

Signature of the Tenderer

SECTION IV

DECLARATION SHEET

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) is presently employed in BHEL? If so, his connection with the Firm : YES/ NO
(If yes, please give particulars)
2. Whether any ex-BHEL employee Is associated /working with the Firm? : YES/NO (If Yes, please give particulars)
3. Whether any BHEL employee is Holding any share in Firm? : YES/NO (If yes, please give particulars)

Signature of the Tenderer

Note:

1. Attach separate sheet, if necessary.
2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor.

General Conditions of Contract

SECTION V

CONTRACTOR'S SAFETY PLAN

The Bidder should submit a suitable safety plan along with their offer. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure the work safely. Submission of a written safety plan by the bidder along with their offer is expected to make them clearly understand their responsibility towards safety plan by the parties before they assist BHEL Engineers in enforcing safety measures.

The Safety Plan aims at the contract's.

- Engaging qualified full time safety personnel at site particularly when the total manpower deployed is more than 500.
- Organising suitable motivation/educational programme for all workers in their control.
- Deploying T&Ps of acceptable quality only
- Towards this specific details/confirmations in respect of the following must be obtained among other things.
- Contractor's Safety Organisation with Name, Designation and qualification of full time engineer.
- Max. No. workmen likely to be employed with breakup, trade level of experience and qualifications wise.
- Motivation/training programme proposed for the workers.
- Personal protective equipment to be provided for workmen and system for ensuring usage.
- Confirmation regarding acceptance of fines for non-compliance of safety norms
- List of T&Ps proposed to be deployed with full particulars
- Fire Safety Measures proposed
- Records and reporting system
- Deviations from BHEL Safety conditions/Code of Safety norms.

A proforma for the safety plan is placed vide Annexure I.

ANNEXURE I
SAFETY PLAN

Name of Project

Description of Work

Tender No.W.O.No.

1.0 DETAILS OF PROPOSED WORK

1.1 Scope

1.2 Total tonnage to be erected (appx.)

1.3 Period of completion (months)

1.4 Max.No.of personnel to be
Deployed (Nos.)

2.0 SAFETY ORGANISATION

2.1 Furnish details of atleast 3 major
Jobs executed in the past

2.2 How many sites you are operating
Presently

2.3 Furnish details of safety
Organisation at HQ and project Sites

2.4 Furnish Name, Qualification and
Designation of Safety Engineer

2.5 Is he a full time safety engineer

2.6 If not furnish details of additional
Work assigned to him

2.7 Details of Personnel
Qualified in administering First Aid

2.8 Details of Personnel trained
In Fire Fighting operation

3.0 CONTRACTOR'S PERSONNEL

3.1 Furnish details of Max.

Manpower likely to be deployed :
a. Executive :
b. Supervisors :
c. Workers :
d. Others :
TOTAL :

3.2 Please indicate details of workmen based on experience in identical work

a. With more than 5 years experience :
b. Upto 5 years experience :
c. No.previous experience :
TOTAL :

3.3 Please indicate details of Workmen qualification wise

a. Graduates :
b. I.T.I. :
c. Metric :
d. VIII Std :
e. Others :
TOTAL :

3.4 Please furnish trade-wise Breakup of workmen

a. Fitter :
b. Welder :
c. Rigger :
d. Electrician :

e. Helpers :

f. Others :

TOTAL

:

4.0 SAFETY AWARENESS/ TRAINING PROGRAMME

4.1 Furnish details of safety programmes :
Organised by you in the past

4.2 Safety organised programmer proposed :
During the course of execution of the job

5.0 PERSONAL PROTECTIVE EQUIPMENT:

5.1 List down the 'PPE' provided to workmen :

APPLIANCES

a. Safety Helmet :

b. Safety belt :

c. Eye and Face protection device :

d. Hand and Body protection device :

e. Safety shoes :

f. Other :

6.0 FIRE SAFETY MEASURES :

6.1 Furnish No. of Personnel :
Trained in fire fighting operation

6.2 Portable fire extinguishers to be provided :

a. Number :

b. Type/Make :

c. Location :

- 6.3 Fire resistant covers to be provided for :
 Coverage of materials
 a. Number :
 b. Type/Make :
 c. Size :

7.0 TOOLS AND PLANTS

7.1 Furnish details as per proforma

Sl.No.	Equipment with Capacity	Year of Mfg.	Date of last Major overhaul	Remarks
1				
2				
3				
4				

8.0 GENERAL

8.1 Furnish deviation/comments if any on :
 BHEL code of Safety management

8.2 Indicate Safety reporting system proposed

- a. Monthly Safety reports :
 b. Accident reports :
 c. Others :

8.3 Indicate Safety records to be maintained :

- a. Accidents Investigation records :
 b. Safety appliance issue register :
 c. T&P Repair & Maintenance Register :
 d. Others

Signature of Tenderer

APPENDIX –I

SECTION V

List of Equipments/ machinery / T& P Owned by the Contractor & Proposed to be Deployed by the Contractor for this work

Note: The Tenderers are required to furnish the details as desired below with regard to the Equipments, machinery, Tools & Tackles, Consumables and Workshop facilities owned by them along with documentary proof for the same.

Sl No.	Name of the Equipment	Total Quantity Available with the Company	Quantity Proposed to be deployed for this job	Type capacity, Specifications	Year of Make	Date of purchase	Registration No.	Present Location of the equipment	Utility Factor	Remarks If any
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

Signature of the Tenderer

SECTION V

ANALYSIS OF SIMILAR JOBS EXECUTED /IN PROGRESS

Sl. No.	Details of jobs executed/in progress with location of projects	Fin.value of the contract	Extra claims received Nature Amount	No.of skilled/unskilled workers deployed at site for this job	No.of staff deployed at site for execution of job, Engr/Supervisor	No.of strikes, work stoppages with duration & mandays lost during execution of job	Brief description of negotiations held & settlement reached	No.of accidents (fatal/minor/major)	Amt.of compensations paid for accident	Details of insurance provided for the workers for accident/Death	Details of safety equipments provided for workers
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Signatutre of the Tenderer

APPENDIX –III

SECTION V

ORGANISATION STRUCTURE

1. Management Structure of the firm
Whether Public Limited/Private Limited / sole Proprietorship / Partnership.
2. Details of the Staff presently on permanent rolls of the Organisation.

A) ENGINEERING STAFF:

Sl. No.	Name and Designation	Qualification	Erection Experience and Specialisation	State if proposed to be deployed at site for this job	Remarks
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Signature of the Tenderer

B) DETAILS OF TECHNICAL STAFF

Category	Total No on rolls	No. proposed to be deployed at site for this job
Supervisors / Foreman		
Storekeepers		
Crane Operators		
Compressor Operator		
Mill Wright Fitter		
Pipe Fitters		
Instrument Fitter		
General Fitter		
Electrician		
Sarang		
Rigger		
Carpenter		
Painter		
Tinsmith		
Sheet Metal Fabricator		
Pipe Fabricator		
Cable Jointer		
Heavy Vehicle Driver		
Light Vehicle Driver		
Mason		
Refractory Mason		
Semi-skilled Worker		
Unskilled Worker		
Helpers		

Signature of the Tenderer

C) WELDERS

Sl.No	Name	Specialisation (Tig/Alloy/ Arc/Carbon arc/structural	Period of Experience	Average No.of Joints per day	% age rejection	Whether holding IBR Certificate & Period of validity	State if proposed to be deployed at site for this job	Remarks if any
1.	Please indicate how you propose to ensure quality of work at site.							

Signature of the Tenderer

**APPENDIX - IV
SECTION V**

DETAILS OF MAJOR MILESTONES ACHIEVED

Sl.No.	Name of Project with capacity	Date of L.O.I (Telex/Fax/Telegram)	Date of start of Erection	Date of Boxing up	Date of Oil Flushing	Date of Barring gear	Date of Steam Rolling	Date of Synchronisation	Remarks if any
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(ATTACH SEPARATE SHEET)

Name of Project with Capacity	Date of L.O.I (Telex/Fax/Telegram)	Date of start of Erection	Date of Drum lifting	Date of Hydraulic test	Date of Light up	Date of steam blowing	Date of Safety valve Floating	Remarks If any
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(ATTACH SEPARATE SHEET)

Signature of the Tenderer

ANNEXURE 'A'

BANK GUARANTEE FOR SECURITY DEPOSIT (PROFORMA)

In consideration of the Bharat Heavy Electricals Limited, having its registered office at BHEL House, Siri Fort, New Dehi – 110 049 the concerned division being Power Sector - Southern Region, located at 474, Anna Salai, Nandanam, Chennai – 600 035. Tamil Nadu (hereinafter called BHEL) having agreed to exempt

.....
(hereinafter called “the said contractor(s)” from the demand, under terms and conditions of agreement datedmade between BHEL andfor(hereinafter called “ the said Agreement) of security deposit for the due fulfillment by said contactors of the terms and condition contained in the said agreement, or production of bank guarantee for Rs.....
(Rupeesonly).

We(hereinafter referred to as “the
(indicate the name of Bank)

Bank”) at the request of Contractor(s) do hereby undertake to pay to BHEL an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We do hereby
(indicate the name of Bank)

undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss / damage caused to or would to or suffered by BHEL by reason of breach by the said contractor's of any of the terms and conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. Weundertake to pay to BHEL any money so
(indicate the name of the bank)

demanded notwithstanding any dispute or disputes raised by contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We.....further agree that the guarantee herein
(indicate of the name of Bank)

contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said

contractor(s) and accordingly discharge this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before

We shall be discharged from all liability under this guarantee thereafter.

5. We.....further agree with BHEL, that BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone any time, from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of BHEL or any indulgence BHEL to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

7. Welastly undertake not to revoke

(indicate the name of bank)

this guarantee during its currency except with the previous consent of BHEL in writing.

8. The address of BHEL of services, correspondence in respect of matters relating to this guarantee shall be

BHARAT HEAVY ELECTRICAL LIMITED
POWER SECTOR, SOUTHERN REGION
474, ANNA SALAI, NANDANAM
CHENNAI – 600 035.

Address of the Bank in full

Dated theday of20.....

Pincode :

Telegraphic Code :

For
(indicate the name of bank)

Telex No :

Fax No :

Witness :

ANNEXURE – ‘B’

PROFORMA OF PERFORMANCE BANK GUARANTEE

1. This deed of guarantee made thisday of20
byBank Ltd.....
.....in favour of Bharat Heavy Electricals Limited, Power Sector
– Southern Region, 474, Anna Salai, Chennai – 600 035 having its Registered Office at
BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the principal)

2. Whereas Messrs(with full contractor’s
address) (hereinafter called the contractor) have entered into a contract (contract
No.....dated.....) for (name of work
.....with the Principal (hereinafter called the said agreement).

3. AND WHEREAS the said contractor shall execute a performance bank guarantee for
indemnifying the principal to the extent to
.....and whereas the said Messrs.....
have approachedBank Ltd. and at the request and
in consideration of the arrangement arrived between the said Messrs.....
.....and the said Bank as hereinafter mentioned to
the aforesaid Principal.

4. Now, therefore these present witness that we
Bank Ltd. by the hand of Shriits, lawfully and duly
constituted attorney, do hereby undertake to pay without demur to the aforesaid company a
sum of Rs.....(Rupees.....
.....only) on demand being made by the said Principal and to
keep the said Principal indemnified by virtue of this guarantee against any loss or damage
caused to or suffered by the said Principal by reason of any parts that may develop defects,
fails or show signs of failure in the equipment arising from faulty workmanship thereby
impairing the serviceableness under the proper use as per instructions provided by the
contractor for a period of 12 months from the date of receipt of payment and also for breach
of the terms and conditions of contract. We therefore undertake to pay the said amount in a
lump sum on demand or such part thereof as the Principal may demand from time to time,
irrespective of the fact whether the said contractor admits or denies in any Court, Tribunal or
Arbitration proceedings or before any authority.

5. The aforesaid Guarantee will remain in force and we shall be liable under the same irrespective of any concession of time granted by the said company to Messrsin or fulfilling the said contract between Messrs..... and the principal and the guarantee will remain in force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said agreement irrespective of whether notice of such change and /or variation, is given to us or not and claim to receive such notice of any change and / or variation if the terms and/or conditions to said agreement is hereby specifically waived by us. Further, we shall not be released from this guarantee by any forbearance, or the exercise or non-exercise of any of the power of rights under the said Agreement by the said Principal against the Messrs..... irrespective of whether notice of such forbearance or enforcement or non-enforcement of any powers or rights, modification or changes made in the said agreement or concession shown to Messrs.....by the Principal is given to us or not.

6. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or changes in the composition of firm/company of the said Messrs.....and shall in all respects and for all purposes be binding and operative until the payment of all moneys due or that may hereinafter become due to the said Principal is made to the Principal irrespective of any liability or obligations of the said Agreement.

7. We, the said Bank, further agree that the guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the aforesaid agreement and that it shall continue to be enforceable till all the dues of the Principal under or by virtue of the said agreement have been fully paid and its claim satisfied and discharged or till the Principal certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Messrs.....and accordingly discharge the guarantee subject however that the Principal shall have the right under this guarantee after the expiry offrom the date of its execution. Any claim, or dispute arising under the terms of this documents shall only be enforced or settled in the Courts at Chennai only.

8. The Bank hereby declares that it has power to issue this Guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated granted by proper authorities of the Bank.

9. The guarantee is valid up to and unless a demand is made under this guarantee within six months fromall the rights of the Principal under the guarantee shall be forfeited and we the Bank shall be released and discharged from all liability thereunder.

DATED

THE

Bank by its constituted Attorney

(Signature of the person duly
authorized to sign on behalf
of the Bank)

Bank Address in full.

ANNEXURE – ‘C’

(To be stamped in accordance with Stamp Act)
(BANK GUARANTEE FOR SECURING ADVANCE)
(Delete the words not applicable)

This Deed of Guarantee made this
day ofbetween
.....(Bank) hereinafter called “ the Guarantor” (which
expression shall unless repugnant to the context or meaning thereof be deemed to
include its successors and assigns) of the ONE PART and M/s. Bharat Heavy
Electricals Limited (A Government of India Undertaking) a Company incorporated
under the Companies Act 1956, having its Registered Office at ‘BHEL HOUSE’ Siri
Fort, New Delhi – 110 049 through this Unit / Division at 474, Anna Salai,
Nandanam, P.O. Chennai - 600 035. hereinafter called “The Company” (which
expression shall unless repugnant to the context or meaning thereof be deemed to
include its successors) of the OTHER PART:

WHEREAS M/s.....
(herein after called the Supplier / Contractor) has entered into a contract No.....
.....dated.....
(hereinafter called “the Contract”) with the company for

AND WHEREAS the Contract inter alia provides that the Company will pay to the
contractor /Supplier advance of Rs.....(Rupees.....
.....only) on certain
terms and conditions specified therein subject to the contractor furnishing a bank
guarantee for Rs.....(Rupees
.....only) in favour of the company.

AND WHEREAS the Contractor/Supplier has approached the Guarantor and in
consideration of the arrangement arrived at between the Contractor / Supplier and the
Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in
favour of the Company.

NOW THIS DEED WITNESSES AS FOLLOWS

1. In consideration of the Company having agreed to advance a sum of Rs.....(Rupees..... only) to the Contractor/Supplier, the Guarantor do hereby guarantee the due recovery by the Company of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said contractor/Supplier fails to utilize the said advance for the purpose of the contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by the Company, the Guarantor do hereby unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand to the extent of the said sum of Rs..... (Rupees.....only).
Any claim made by the company for the loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs.....with/without interest as aforesaid.
2. The decision of the Company whether the contractor/supplier has failed to utilize the said advance or any part thereof for the purpose of the contract and or as to the extent of loss or damage caused to suffered by the company by reason of the Company not being able to recover in full the sum of Rs.....with/without interest shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor/Supplier admits or denies the default or questions the Correctness of any demand made by the Company in any court, Tribunal or Arbitration Proceedings or before any other Authority.
3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or the advance or to extend time of performance by the Contractor/ Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor/supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract the advance or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor /Supplier or any other forbearance act or omission on the part of the Company or any indulgence by the company to the said contractor/ supplier or of the other matter or thing whatsoever which under the law relating to sureties, would but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The guarantee further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and till the said advance with/without interest has been fully recovered and its claims satisfied or discharged and till..... certifies that the said advance with interest has been fully recovered from the said contractor/supplier and accordingly discharges this Guarantee subject, however, that the company shall have no claim under the Guarantee afteryears from the date of completion of the contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

5. The Guarantor undertake not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency or any change in the constitution of the Contractor /Supplier or the Guarantor shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor/Supplier shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

7. The Guarantor hereby declares that it has power to execute this guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the power of Attorney dated granted to him by the proper authorities of the Guarantor.

8. "Weundertake to pay to BHEL any money
(indicate the name of Bank)

so demanded notwithstanding any dispute or disputes raised by contractor(s) supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/Supplier(s) shall have no claim against us for making such payment".

IN WITNESS whereof the(Bank)
and M/s. Bharat Heavy Electricals Limited, have hereunto set and subscribed their
respective hands the day, month and year first above written.

WITNESSES :

1.

2.

Signed for and on behalf
of the (Bank)

WITNESSES :

1.

2.

Signed for and on behalf of
Bharat Heavy Electricals Limited

ANNEXURE –‘D’

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
Power Sector – Southern Region, Chennai –600 035.

CONTRACT AGREEMENT

AGREEMENT NO: BHEL:PS:SR:SCT:

DATE:

Name of work

Name of the Contractor with full Address :

Amount of Tender Accepted :

Letter of Intent No :

Time allotted for completing the work :

(Date of completion) :

Contractor
(To be Signed by a Person holding
Valid Power of Attorney)

(Officer authorized to sign
the agreement)

CONTRACT AGREEMENT

AGREEMENT NO: BHEL:PS:SR:SCT

DATE :

This agreement made this day, thebetween the Bharat Heavy Electricals Limited, Power Sector, Chennai – 600 035 having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 (hereinafter called the FIRST PARTY) of one part and M/s. (hereinafter called the “CONTRACTOR) of the SECOND PART.

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

3. WHEREAS IN PURSUANCE of the said Contractor’s Tender having been accepted, the first party has decided to give the above said work to the Contractor.

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

5. AND WHEREAS the said Contractor has furnished a Bank Guarantee for a sum of Rs.....(Rupees.....) bearing nodt.....fromBankvalid uptotowards initial 50% Security Deposit and has further agreed for balance 50% Security Deposit being recovered at 10% of value each running bill till the full Security Deposit is made up for the satisfactory completion and performance of the work and whereas the validity of the said Guarantee has to be extended by the Contractor, if so required before for the balance of contract period and in the event of his failure to do so the contractor shall pay or accept recovery of this amount of Rs.....(Rupees.....only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs.....(Rupees.....)

This amount of Rs..... (Rupees.....) will be refunded and the Bank Guarantee will be returned to the Contractor on satisfactory completion of the work as specified in the Contract documents.

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

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

8. That the said Contractor shall carry out and complete the executions of the said work to the entire satisfaction of the engineer within the agreed time schedule.

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

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

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

12. That all charges on account of Octroi, terminal and Sales – Tax or other duties on material obtained for the works shall be borne by the said contractor.

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

14. That the expression BHEL wherever occurring means the BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – SOUTHERN REGION, CHENNAI – 600 035.

15. The documents hereto attached viz.,
shall also form part of this agreement.

16. In witness hereof the parties have respectively set their signature in the presence of :

WITNESSES:
(With full address)

1.

2.

Date :

Signature of the Contractor
(To be signed by a person
holding valid power of Attorney
of the company)

WITNESSES:

For and on behalf of the
BHARAT HEVY ELECTRICALS LTD.

1.

2.

SECTION VI

I SPECIAL CONDITIONS OF THE CONTRACT FOR UNLOADING AND TRANSPORTATION WORKS

1. Responsibility of the contractor and scope of work. It would be the responsibility of the contractor to keep in contact with the BHEL authorities at site to find out the arrival of the consignments. The lorry way bill/truck way bill for the consignments would be handed over to the contractor immediately on receipt.
2. The contractor is required to find out from concerned authorities, regarding arrival of consignment prior to the receipt of consignment note, if any, and take delivery of the same on "Indemnity Bond". Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignment is furnished by the contractor.
3. Payment of all demurrages / wharfages that result due to contractor's fault would be the responsibility of the contractor and to his account. If BHEL have to make payment of demurrage / wharfage together with the freight the amounts so paid as demurrages / wharfages for the reasons stated above shall be paid by the contractor forthwith or would be recovered from the bills of the contractor, with BHEL overheads as applicable.
4. It would be the responsibility of the contractor to examine the packages, consignments etc., on arrival and bring to the notice of Transport authorities and BHEL authorities regarding loss/damages, if any observed in the consignments proposed to be taken delivery of, before, taking delivery, particularly of consignment in "smalls" the weight of the packages and any discrepancies shall be reported immediately to BHEL/Transport authorities. In case it become necessary to take open delivery from the authorities, contractor should make all arrangements for taking open deliveries. All expenses connected there with shall be to the account of the contractor. Any loss that occurs to BHEL on account will be recovered from his progress bills.
5. Any discrepancy/shortage/damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such amount is recoverable from the contractor.
6. In case of apparent damages/shortage to consignment / packings noticed by the contractor such cases shall be brought to the notice of BHEL and cleared only with their knowledge / approval.

7. Consignment coming on Sundays and Holidays are also required to be handled by the contractor. Since the offices and godowns will probably remain closed on these days, it will be the responsibility of the contractor to contact the Site Engineer / his authorised representative at BHEL at their residence and obtain instructions.
8. BHEL reserves the right to recover from the contractor any loss which arises out of undue delay/discrepancy shortage/damage or any other causes during transit or during unloading or during stacking, or any time in the custody of the contractor.
9. Unloading from Transport equipments, transportation, unloading at storage area/work site of heavy sophisticated equipment like heavy motors, Mills, Drums, heavy bearings, fans, Transformers, Electricals Panels, Turbine Generator, etc. shall be done in the presence of and as per the direction of BHEL representative including stacking and restacking if necessary.
10. Since the consignment are expected to arrive during any time of the day or night contractor shall have his workmen round-the-clock at site as well as other places as required to unload the materials. Contractor's quoted rate shall include all such contingencies.
11. Unloading of materials / components at the storage yard, using contractor's own Lorries, Trailers and other equipment with valid road permits for their operation, unloading and stacking handling at storage yard for verification shall be the responsibility of the contractor under this contract.
12. All the materials shall be stored at minimum of 6" height above the ground level by the use of concrete or wooden sleepers or wooden logs, which are to be arranged by the contractor at his cost. No material shall be allowed to remain on ground at any time. Materials shall not be stacked in low lying areas, where it is likely to get flooded during rain.
For stacking the materials above the ground level Wooden / Concrete Sleepers, Wooden Logs, Concrete Blocks etc., wherever deemed necessary, are to be arranged by the contractor at their cost . BHEL will not provide any materials for the above work.
For stacking the materials above ground level, wooden sleepers with 6" height and 8" width and minimum length of 1.5 metre to 2 metre reinforcement rods with rings of 6mm dia and M25 grade concrete can also be used of suitable lengths for easy handling as agreed by BHEL engineer. The sleepers should be cured properly after casting to ensure sufficient strength to bear the weight of materials stacked. Wooden logs / reepers also to used as per requirement. Tarpaulins as per requirement will be provided by BHEL as decided by BHEL engineer.

13. Stacking of the materials shall be done as per the instructions and to the satisfaction of BHEL Engineers. The materials shall be stacked that it should facilitate easy handling during erection. In case any negligence or improper stacking is noticed, it shall be the responsibility of the contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the same from the contractor.
14. Under the scope of this contract, it shall be the responsibility of the contractor to provide facilities to open the package in the presence of BHEL Engineers verifying the same, repack wherever and whenever necessary properly stack them as may be directed by BHEL so as to facilitate proper handling and verification.
15. The necessary lifting tackles, tools, wire rope slings of suitable capacities and other equipment including fork lift etc. incidental to carry out this work shall have to be arranged by the contractor himself. All such lifting tackles and equipments shall be approved by BHEL before they are actually used for work.
16. The contractor shall execute the work in the most substantial and workmen like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse shall have to be made good by the contractor.
17. If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerbs, enclosures, water pipes, fence, cables, drains, electric or telephone posts or wires, trees or any other property for to any part of erected boilers, T.G. Sets components etc., the contractor shall make good the same at his own expense or in default the site Engineer may cause the same to be made good by other workmen or by other means and deduct the expenses (of which the site Engineer's decision is final) from any sums that may be then or at any time thereafter become due to the contractor or from his security Deposit or any other money due.
18. The capacity of the cranes deployed should be such that any material to be handled should be done by engaging one or two cranes only. The maximum single weight to be handled other than the ODC consignments (Boiler Drum , Generator Stator , HP / IP module, Generator Transformer) will be sealing girders of Boiler of weight app 30 MT and generator rotor of weight app 40 MT

19. All the cranes, welding machines and lifting tackles like wire rope slings, D- shackles, chain pulley blocks, full lifts etc., are to be tested for their fitness through a licensed / certified agency before they are put to use at site and fitness certificate to be submitted to BHEL. Further, periodic fitness tests to be carried out as per BHEL documents and instructions of BHEL.

II. LABOUR AND SUPERVISORY STAFF

1. The contractor shall engage specially skilled labour eg. Serang, riggers, khalasis, etc., for works under this contract.
2. The supervisory staff employed by the contractor shall ensure out-turn work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in co-ordination with labour and staff employed directly by BHEL or other contractor of BHEL, or by BHEL's client.
3. It will be the responsibility of the contractor to ensure lifting of the equipment taking due precaution to avoid any accidents and damage to other equipment and personnel. The contractor shall be responsible to make good the damages to personnel, equipment or other materials arising out of accidents, during executing of the work by him.

III. TERMS OF PAYMENT

- A.** 1. The contractor shall submit his bills once in a month duly furnishing the following information.

The gross weight as per RR/LWB / PWB

- a. RR/PWB/LWB Number
- b. Wagon/Vehicle/truck number and number of bundles/boxes/piece in each vehicle / truck / Wagon
- c. Shortage / damage reports in BHEL's standard material / management form.
- d. Rate / per tonne
- e. Amount claimed.
- f. Recoveries such as hire charges etc.
- g. RR Incase materials are received in railway wagons

70% of the rate shall be paid as soon as the material are unloaded, transported to storage yard / stores and verified as per RR / LWB / PWB. Subject to furnishing following information along with the bill.

- a. Shortage report / open delivery taken with respect to RR/LWB/BL if any and acceptance there of by Railway authorities transporters etc.
 - b. Proof of the claim lodged with Railways, Road transporters etc., in respect of above shortage / open delivery.
 - c. Material Management form duly filled and certified by BHEL Engineer.
2. 25% of the rate shall be paid as soon as the materials are fully stacked at storage yard/stores and verified as per wagon loading advice slip/packing slip. Payment will be released on submission of the information as per materials management forms by the contractor immediately after verification of materials and certification by BHEL Engineers. The requisite proforma would be supplied by the Site Engineer.
 3. Balance 5% will be released after completion of contract in full and certification by BHEL Engineer, and on submission and passing of final bill.

B. TERMS OF PAYMENTS FOR PRESERVATION PAINTNG

95% of the value of work on pro-rata basis after the work is carried out in each month.

5% of the value of work on satisfactory completion of entire work as certified by the BHEL Engineer and on submission and passing of final bill.

IV NOTE TO RATE SCHEDULE

1. The tenderer shall quote the rate per TON as per the "rate schedule" annexed in this Tender specification, conditional offers are liable to be rejected. The scope of work and responsibility of the contractor as mentioned under all the clause etc. of the tender specifications and G.C.C. shall be covered within quoted rates.
2. The total weight mentioned in the rate schedule is Approximate and is liable to be altered at the discretion of BHEL. No variation in the quoted / accepted rates per TON shall be allowed due to increase / decrease in total tonnage mentioned.

4. The work executed will be priced at the unit rate quoted by the contractor and accepted by BHEL. For the purpose of payment, the gross weight indicated in RR/LWB/PWB will be taken into account for calculating the tonnage handled. However in case of full truck / Lorry load, Gross weight indicated in shipping / dispatch documents will be taken into account for this purpose. Where gross weight is not available in these documents, gross weight as assessed by BHEL Engineers will be taken into account and which is final for the purpose of payment. For Handling of Insulation materials the payment will be made only for the actual Tonnage handled with respect to the shipping / Dispatch documents as per the Quoted / Accepted rate.
5. The tenderer should assess the various distances and site conditions by visiting site before submitting their offer.
6. The tenderer is expected to fill up the "Rate Schedule" after satisfying all the terms and conditions already stipulated in the Tender specification.

V TIME SCHEDULE

1. The materials / equipments / components are likely to be received in stages for a period of **24 (Twenty four Months.)** However for a further grace period of **Four (4) months** the contractor may have to handle certain materials without any additional charges. Contractor in consultation with site In charge shall be allowed for reduction of T & P, manpower deployed, after receipt of all heavy / major consignments.
2. The contractor has to mobilize and commence the work within Fifteen (15) days, from the date of issue of Fax letter of intent.
3. During the entire period of contract, the contractor shall maintain proper progress, adequate manpower, requisite handling and transportation equipments, tools and tackles and other consumables etc. to meet the scheduled programme as per the priority given by BHEL Engineer.
4. During the tenure of contract, if BHEL is not satisfied with the progress of work, BHEL have the right to withdraw any portion of work / balance work and get the same done either directly employing their own personnel or through other agency at the risk & cost of the Contractor. The contractor shall not be entitled for any compensation whatsoever in this regard.
5. The scope of work under this contract is deemed to be completed only when so certified by the site Engineer of BHEL.

VI QUANTUM OF WORKS

The tonnage to be handled for unloading from wagon / transport carrier / truck is approximate. The quantum of work depends on site conditions. The rate quoted by the tenderer and accepted by BHEL for different categories of work shall alone be applicable. No revision in rate will be entertained for variation in quantum of work in different categories.

VII UNLOADING TRANSPORTATION AND STACKING OF COMPONENTS

The materials unloaded from the transport carrier / wagon truck shall be shifted to project stores / storage yard and properly stacked immediately. The unloading point shall be kept free for accommodating next consignment. If the same is not followed, any demurrage charged / and or other losses are incurred the same will have to be borne by the contractor.

VIII OVER RUN CHARGES

Incase due to reasons not attributable to the contractor, the work gets delayed and completion time gets extended beyond **Twenty four (24) months** from the date of commencement of the work the contractor shall not be entitled for any over run compensation (ORC) for a period of first **Four (4) months** after the expiry of **24 months**. Incase ORC arises the same will apply at **Rs.15,000/- (Rupees Fifteen Thousand only)** per month for extension to the completion period beyond **28 (24+4) months** as stated above duly taking into account the balance work at the end of that period.

The period of overrun will have to be ascertained before the commencement of grace period.

IX PRICE ESCALATION

The quoted / accepted rate has to be kept firm for the entire contractual period including total extended period if any and no claim for revision of rates is allowed under any circumstances.

However the contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously for the entire contractual period including total extended period.

X IMPORTANT CONDITIONS FOR PAYMENT

It may be noted that the first running bill will be released only on production of the following.

- i. PF Registration No.
- ii. Labour Licence No.
- iii. Workmen Insurance Policy No.
- iv. Un Qualified Acceptance for Detailed L.O.I.
- v. Initial 50% Security Deposit.
- vi. Rs.100/- Stamp Paper for Preparation of contract agreement
- vii. Contractor to mobilise at site min 500 Nos of wooden sleepers of size 6" x 8" and of min length of 1.5 metre or concrete sleepers of size 6" x 8" and cumulative length 500 Nos x 1.5 metre
- viii. Contractor to mobilise at site further 500 Nos of wooden sleepers or equivalent concrete sleepers as specified in condition vii to be eligible for release of fourth running bill.

The number of wooden sleepers of 1000 Nos/ or equivalent concrete sleepers by fourth month is the minimum requirement and is not indicative of total Nos of sleepers required for handling the total material that are to be received and stored. It is the responsibility of the contractor to arrange sleepers as per requirement for stacking all the materials received as per BHEL storage and preservation manual and as per instructions of BHEL Engineer.

The stock in the yard during the execution of the work can reach up to 12,000 MT and one wooden sleeper for every 5 MT of material is the general thumb rule that can be adopted for arriving at the sleepers requirement.

XI OTHER STATUTORY REQUIREMENTS

- 1) The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no along with the **first** running bill.
- 2) The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
- 3) The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case of "Non-compliance of Sec 21 or non-payment of wages" to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
- 4) The Contractor shall submit copies of Final Settlement statement of disbursement of retrenchment benefits on retrenchment of each workmen under I D Act 1948, copies of Form 6-A(Annual Return of PF Contribution) along with Copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (If applicable) to BHEL along with the Final Bill.
- 5) In case of any dispute pending before the Appropriate authority under I D act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.
- 6) In case of any dispute prolonged/pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.

XII SERVICE TAX

Service Tax as applicable for this tender Specification will be paid extra by BHEL

The contractor may claim the Service Tax in their R.A.bill and the same will be paid by BHEL, on production of copy of registration certificate. Proof of remittance of service tax by the contractor to the service tax authorities, relating to previous RA bill, has to be produced from the second running bill onwards.

TAXES, DUTIES, LEVIES

Refer to clause 2.8.4 of general conditions of contract (Section-II) in this regard.

NEW LEVIES / TAXES

In case the government imposes any new levy / Tax after award of the work, BHEL shall reimburse the same at actuals on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / Tax is applicable to this contract. No reimbursement on account of increase in the rate of existing levies shall be made.

XIII PROVIDENT FUND & MINIMUM WAGES

You are required to extend the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.

The contractor shall ensure the payments of minimum labour wages to the workmen under him as per the rules applicable from time to time in the state.

The final bill amount would be released only on production of clearance certificate from PF/ESI and labour authorities as applicable.

XIV SCOPE OF WORK FOR PRESERVATION OF MATERIALS AT STORES, IF REQUIRED

PRESERVATION OF COMPONENTS

Components are received duly painted from manufacturing unit. Due to handling or deterioration due to life of paint or deterioration due to climatic / storage condition etc., paint may get peeled off or rubbed off. This needs preservation to avoid further rusting of components. Also, during this activity, the painting / repainting of W.O. No. and other relevant particulars that may need to be painted on the components is also covered with in the scope of work.

This may call for handling / re handling of materials. All materials consumables, including, manpower, tools and plant required for this work has to be provided by the contractor. **Required preservative paints for the purpose of preservation, will be supplied by BHEL, free of cost.** Crane, forklift or any other handling equipment as may be required shall be arranged by the contractor at their cost. **BHEL will not provide any T & P, for this scope of Work. Other consumables such as brush, kerosene, emery paper etc., required for surface preparation before application of preservative is in contractor's scope.**

The tenderer has to quote the rate separately as called for in rate schedule.

For either touch up painting or full coat painting, the surface to be painted shall have to be thoroughly cleaned with emery paper, wire brush either manually or mechanically.

Payment will be made as per rate schedule, which shall be inclusive of supply of required manpower, tools and plants, consumables such as brush, wire brush, compressor required for spray painting etc., handling either manually or mechanically and supervision required for the work.

The contractor is expected to submit periodic reports on the preservation carried out for perusal by BHEL Engineer, in the formats as specified by BHEL Engineer.

The approximate quantity of materials for preservation painting including handing of materials at BHEL store, is around 7,000 metric tons.

The contractor shall be responsible for any damages of materials / components due to mishandling in his custody. All precaution shall be taken to handle components safely.

BHEL's engineers decision shall be final regarding the type and nature of painting to be done on the boiler components as also for arranging the components sequentially to suit erection requirement.

Necessary lifting tackles tools, wire ropes, slings of suitable capacities and equipment incidental to carryout preservation and rearranging of components shall have to be arranged by the contractor. All such tools and tackles and equipments shall be approved by BHEL before they are used actually for the work.

The materials/components at stores shall be handled with care and diligence. Any loss or damage to BHEL due to contractor's lapses, will have to be made good by the contractor. Otherwise BHEL will arrange for repair / replacement and recover the expenses incurred from the contractor's bills.

Proper safety precautions shall be followed while rearranging sequentially to avoid accidents. Before commencing the work contractor shall submit a safety plan to the authorized BHEL official. The 'Safety Plan' shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer.

All the necessary skilled/unskilled man power to carry out the above work shall be arranged by the contractor. The persons so employed shall be fully trained and experienced in the nature of work.

Contractor shall arrange for items such as wire brushes, wire brushing / buffing machine, painting brushes, emery paper, cotton waste, ladders, spray painting equipments such as compressors, spray guns etc., and supervisors.

The tenderers shall quote rate/metric tons as per the rate schedule. Conditional offers are liable to be rejected.

Weight indicated in shipping list will be final. For the purpose of progressive payment the weight, declared in the drawings / shipping list etc., will be taken into account.

SECTION – VII

APPENDIX – IA

PROCEDURE TO BE ADOPTED BY THE CONTRACTOR IN CASE OF SHORT/DAMAGED NON DELIVERED CONSIGNMENTS DESPATCHED BY ROAD

I. NON DELIVERED CONSIGNMENTS PROCEDURE

1. Apply for and obtain a certificate of Non-delivery from the Road carriers.
2. File a Notice of claim on the carriers sending the same to their registered office by Registered Post A.D. and forwarding a copy to their delivery office, immediately or within 6 months from the date of Lorry way Bill.

The following documents should be obtained and submitted to BHEL in charge at site.

1. Original and Non-delivery certificates.
2. Copy of claim notice filed on the carriers.
3. Postal acknowledgement card or reply received for the claim notice.
4. If the package originally non-delivered is traced and offered for delivery at a later date apply for an obtain open delivery in respect of the same before clearance.

II. SHORT DELIVERY

(Non delivery of a few packages in the consignment)

PROCEDURE

1. Obtain a certificate of Short Delivery from the Road Carriers.
2. File a notice of claim on the carriers sending the same to their Registered Office by Registered post with A.D. and forwarding a copy to their delivery office immediately or within 6 months from the date of Lorry Way Bill.

Documents to be submitted to BHEL Site Engineer

1. Original short delivery certificate.
2. Copy of claim notice filed on the carriers.
3. Postal acknowledgement or reply received, for the claim notice.
4. If the package originally short delivered is traced out and offered for delivery at a later date, apply for and obtain open delivery in respect of the same before clearance.

III. SHORT/DAMAGE IN PACKAGES DELIVERED FROM THE ROAD CARRIERS

1. Apply for and obtain open delivery from the road carriers.
2. If open delivery is refused.
 - a. Arrange for survey at the carrier's Godown by a licensed insurance surveyor after giving notice in writing.
 - b. Take delivery under protest in writing against acknowledgement or by Registered Post with A.D.
 - c. Make necessary endorsement regarding the loss/damage on the reverse of the consignee copy of the lorry way bill before surroundings it to the carriers.
3. File a notice of claim on the carriers sending the same to their registered office by Registered Post with A.D. and forwarding a copy to the delivery office immediately or within 6 months from the date of lorry way bill.
4. Documents to be submitted to BHEL site In charge.
 - a. Claim Form
 - b. Insurance Policy / Certificate in Original
(If specific document is issued)
 - c. Original open delivery certificate and report of Insurance survey if any conducted to the final destination.
 - d. Additional documents required in the event of refusal of open delivery by the carriers.

1. Copy of notice given to the carriers advising about the survey at their Godown before clearance.
2. Survey report of the licensed insurance surveyor with the bill/receipt for payment of survey fee and expenses.
3. Copy of letter of protest extended to the carriers with the postal acknowledgement received thereto.
4. Photocopy of the lorry way bill with the endorsement of the discrepancies made thereon.

SECTION VII

APPENDIX I B

PROCEDURE TO BE ADOPTED BY THE CONTRACTOR IN CASE OF SHORT/ DAMAGED / NON- DELIVERED CONSIGNMENTS

(RECEIVED BY RAIL)

As regards consignment despatched by Rail, the following steps should be taken:

1. Immediately after R/R is received, the consignee will handover the same to the representative of the Railway Authorities and arrange to effect delivery of the consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges.
2. If cases / packages arrive short or in a damaged condition, or show even the slightest sign of having been tampered with, open delivery should be insisted upon and a shortage/damage certificate extract from a "Open Delivery Book" of the Railways obtained. Should the railway refuse the grant open delivery, the good should at least be got check weighed against weight given in the R/R before taking delivery. If Railways refuse to check weightment, delivery shall be taken giving a qualified receipt to the Railways and under written protest under intimation to BHEL Authorities at site. A protest shall also be lodged to the Railways on behalf of the consignee against an allowance or on assessment of damage, which is considered insufficient by the consignee.
3. In case of short delivery and non-delivery immediately notice losses shall be filed with the Railway authorities at places of despatch and destination, as also at any intermediate Railway if it is different one, under intimation to BHEL Authorities.
4. BHEL authorities shall be intimated if goods are not traced and delivery not taken within 10 days from the date of R/R, or if goods have been taken delivery of under "Open Delivery" as detailed in (2) shortage certificate duly obtained from the Railways to enable formal claims to be lodged under Section 78 of the Indian Railways Act 1980. If the goods are traced and offered for delivery at a later date. "Open Delivery" shall be insisted upon and shortage / damage certificate obtained as it is possible that the goods may have been damaged due to prolonged delay in delivery.
5. All letters to the Railway authorities shall be addressed per "Registered Post Acknowledgement Due" and the Postal amt/or other acknowledgement shall be preserved.

SECTION – VII
APPENDIX – II

WEIGHT SCHEDULE
2 x 120 MW - NALCO CPP-EXPANSION ,UNITS 9 & 10

SNo	DESCRIPTION OF SUPPLIES	WEIGHT IN M.TONNES (APPROX)
01	Boiler , ESP components	7500
02	Steam turbine, Generator and Auxiliaries	1200
03	Piping materials / Valves / Hangers etc.,	850
04	Bowl Mill components	400
05	HT Motors	80
06	Ceraline Bends	80
07	Tanks	25
08	C & I Materials	50
09	Misc Items- Oil / T & P / Furniture	150
10	Generator Transformer 150 MVA	110
11	Unit Auxilary Transformer 16MVA	40
12	HVR Transformers	40
13	BOP	500

Total Weight

11025

Total weight for one Unit : 11025 MT

Total weight for Two units : 22050 MT

NOTE TO WEIGHT SCHEDULE

1. The product list and the manufacturing units indicated above are indicative for estimation purpose only. The weight mentioned above is approximate and liable to vary as per design consideration of the manufacturing unit.
2. The Payment will be made at the quoted / accepted rates for the tonnage actually handled.
3. Besides the products indicated above there is likelihood of addition of any products integral to Boiler, TG and its auxiliaries. Tenderers quoted rate shall be applicable for such products also.
4. The weight indicated in the rate schedule (Price Bid) from Sl.No.3 to Sl.No.8 is not covered in the above weight schedule.
5. The product list and the manufacturing units indicated above are indicative for estimation purpose only. The weight mentioned above is approximate and liable to vary as per design consideration. The quoted rate shall be applicable for such products also .
6. The payment will be made to the tonnage actually handled.

SECTION – VII
APPENDIX – III
MAJOR ITEMS WEIGHTS & DIMENSIONS –(TG & AUXILIARIES)

S.No	DESCRIPTION	Length	Width	Height	Weight
		Dimensions in mm			MT
01	Combined HP / LP module	6300	4360	3120	110
02	Cross around piping	1500	1200	962	7
03	Front bearing pedestal	1700	2500	1435	8.64
04	Rear bearing pedestal	1600	3100	1610	10.36
05	Main oil tank	5500	4000	2000	7
06	LP bypass valve	5500	1000	850	5.70
07	Steam Turbine oil cooler	1000	4000	-	9.80
08	BL Exciter yoke	4600	2020	1803	7.564
09	Generator Stator & Bearings	8200	4040	4000	173
10	Generator Rotor	9000	1500	1500	37
11	Air Cooler Unit	3600	940	510	5.5
12.	Air Cooler (5 Nos)	600	600	2000	5.6
13	Support plates (22 Nos)	4900	2800	12	35.615
14	Front Water chamber (2 Nos)	5200	3100	450	16.10
15	Rear water Chamber (2 Nos)	5200	3100	450	16
16	Bottom plate	6000	3600	300	6.2
17	Front water box Assy (2 Nos)	5600	3100	1800	27.83
18	Rear water box Assy (2 Nos)	4800	3100	1800	20.50
19	Anchor Rod (72 Nos)	71	3500	-	7.7
20	Hot Well	7700	2500	1100	5.5

S.No	DESCRIPTION	Length	Width	Height	Weight
		Dimensions in mm			MT
21	Dome wall segment	6220	3729	375	7
22	Dome segment	4600	1990	375	4
23	Dome segment	7310	3592	425	13
24	Dome segment	7310	3592	425	11
25	Cu- Ni Tubes	22	18	7500	38.6
26	Condenser Springs 24 Nos	920	392	565	12.3
27	Cu- Ni Tubes	22	18	7500	34.3
28	LP-Heater -1	1000	10000	-	7.9
29	LP-Heater -2	1000	9000	-	8
30	LP-Heater -3	1000	9000	-	7.5
31	Storage Tank (DA)	3500	9000	-	22.65
32	Header Assy (DA)	2200	8000	-	10.19
33	HP Heater -5	1150	10000	-	18
34	HP Heater -6	1150	10500	-	22.6
35	Gland Steam Condenser	800	10500	-	1.4
36	BFP Skid(Pump Assy +Base plate +Tube)	2250	1000	1050	5.77
37	BFP Skid(Pump Assy +Base plate +Tube)	1650	1200	950	2.511
38	Hydraulic Coupling (DD) Assy	1800	1700	1800	3.56
39	Hydraulic coupling WO Cooler	3700	1500	500	1.475
40	Hydraulic coupling LO Cooler	3100	1300	450	0.775
41	Hydraulic coupling loose items	-	-	-	0.71

S.No	DESCRIPTION	Length	Width	Height	Weight
		Dimensions in mm			MT
42	Suction Strainer at BP suction	900	800	1400	0.8
43	BFP Recirculation valve (DD)	1800	550	1400	0.35
44	Local Gauge Boards with instruments (DD)	2200	300	1800	0.65
45	Local instruments rack (LIR)	2000	650	2150	0.25
46	Generator Transformer 150 MVA	7000	4000	4600	110
47	Unit Auxiliary Transformer 16 MVA	4000	2500	3500	40

SECTION – VII
APPENDIX – IV
BOILER / ESP WEIGHT

S.No	PG	DESCRIPTION	WT in MT
1	04	Boiler Drum Diameter 1800 mm x 13000 mm Length	80
2	05	Water Wall Headers	38
3	06	Water Wall Panels	141
4	07	Circulation System Components	134
5	08	Buck Stays	124
6	09	Seal Boxes	7
7	10	Super Heater Headers	56
8	11	Super Heater Coils and Walls	259
9	12	Super Heater Components	90
10	15	Reheater Headers	10
11	16	Reheater Coils	61
12	17	Reheater Components	16
13	18	Roof Skin casing	8
14	19	Economiser	228
15	20	Soot Blowers	25
16	21	Soot Blowers system piping	10
17	24	Boiler integral piping & fittings	85
18	28	Man holes and furnace openings	5
19	30	Fixing components for boiler insulation	68

S.No	PG	DESCRIPTION	WT in MT
20	31	Boiler skin casing	8
21	32	Fixing components for boiler aux. insulation	73
22	33	Lining & insulation materials	285
23	35	Boiler supporting structure	1041
24	36	Galleries and stairways	460
25	37	Boiler outer casing	26
26	38	Inter connecting walkways	159
27	39	External structures	374
28	41	Oil burners, Igniters, Scanners	2
29	42	Oil system	13
30	43	Igniter and scanner air system	32
31	45	Coal burnert system	53
32	47	Pulverized fuel piping	235
33	48	Ducts , Dampers , Expansion Joints	637
34	52	Air Heaters	299
35	55	Axial fans	88
36	56	Radial Fans	64
37	65	Gravimetric Coal feeders	24
38	67	Mill plant auxiliaries	33
39	78	Electrostatic precipitator	1745
40	80	Boiler piping	96
41	81	Tanks and vessels	22

S.No	PG	DESCRIPTION	WT in MT
42	89	Galleries and stairways for ESP	26
43	95	Remote equipment – C & I	51
44	96	Field equipment – C & I	40
45	97	Misc. Equipments – C & I	15
46	99	Lifting Tackles	8
		TOTAL	7354

SECTION VII

APPENDIX – V

DECLARATION SHEET

I, _____ hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.BHEL:PSSR:SCT:1196 are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations in detail and agree to comply which the requirements and intent specifications.

I further certify that I am duly authorized representative of the under mentioned tenderer and a valid power of Attorney to this effect is also enclosed.

TENDERER'S NAME & ADDRESS

**AUTHORISED REPRESENTATIVE'S
SIGNATURE WITH NAME & ADDRESS**

SECTION VII

APPENDIX – VI

TENDER SPECIFICATION NO BHEL:PSSR:SCT:1196

**CERTIFICATE OF DECLARATION FOR CONFIRMING
KNOWLEDGE ON SITE CONDITIONS**

We,

hereby declare and confirm that we have visited the project site under subject,
namely and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we will
not raise any claim of any nature due to lack of knowledge of site conditions.

TENDERER'S NAME AND ADDRESS

Place:

Date :

**SIGNATURE OF AUTHORISED
REPRESENTATIVE WITH NAME & ADDRESS:**

OFFICE SEAL



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Southern Region

EVR Periyar Building

690 , Anna Salai, Nandanam, Chennai – 600 035.

SECTION VII

APPENDIX - VII

CHECK LIST

TENDER SPECTFICATION NO: BHEL: PSSR : SCT : 1196

Tenderers are required to fill in the following details:

1. a) Name of the Tenderer with address : YES/NO
 b) Telegraphic/Telex address : YES/NO
 c) Phone (Office/Residence) : YES/NO
 d) Management Structure of firm (Pvt. Ltd./Public Ltd./Partnership/Sole Proprietorship) Documentary proof For the same enclosed) : YES/NO
2. Whether EMD submitted as per Tender specifications terms and Conditions : YES/NO
3. Validity of offer (offer shall be kept open for acceptance for minimum six months) : YES/NO
4. Whether tenderer visited the erection site and acquainted with the site conditions before quoting : YES/NO

SIGNATURE OF THE TENDERER

5. Whether the following details are furnished : YES/NO
- a) Previous Experience : YES/NO
 - b) Present assignments : YES/NO
 - c) organization chart of the company : YES/NO
 - d) Company financial status : YES/NO
 - e) Incase of company, proof of Registration of the company : YES/NO
 - f) Memorandum & Articles of Association of company/copy of Partnership deed : YES/NO
 - g) Profit & Loss account for the Last 3 years : YES/NO
 - h) Audited Balance sheet for the Last 3 years : YES/NO
 - i) Income Tax clearance certificate (latest) : YES/NO
 - j) Solvency Certificate from a Nationalised Bank : YES/NO
 - k) Power of Attorney of the person Signing the tender duly attested By a Notary Public : YES/NO
 - l) Manpower organization chart With deployment plan at site For posting of Engineers/super Visitors and workers/labourers For satisfactory completion of Work under this specification : YES/NO

SIGNATURE OF THE TENDERER

6. Whether the Tenderer is conversant with local labour laws & conditions : YES/NO
7. Whether the tenderer is aware of all safety rules and codes : YES/NO
8. Whether the Declaration sheet (as per appendix enclosed) : YES/NO
9. Time required for mobilization of site organization and start of work : YES/NO
10. Whether list of tools and Plants available with the contractor and proposed to be deployed for this work enclosed : YES/NO
11. Whether all the Pages are read understood and signed. : YES/NO
12. Deviations, if any Pointed out :
13. Whether PF exemption No. is allotted by RPFC of your area if so, indicate number : YES/NO

SIGNATURE OF THE TENDERER

TENDER SPECIFICATION

BHEL:PSSR:SCT: 1196

FOR

Receipt, Unloading at Site Stores / Storage
Yard, Verification, Stacking and Preservation
of Materials / Components for 2 X 120 MW
sets

at

**NALCO CAPTIVE POWER PLANT –
EXPANSION - UNITS 9 & 10
ANGUL ,
ORISSA STATE**

PART – II PRICE BID

BOOK NO :



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

690, Anna Salai, Nandanam, Chennai – 600 035.



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Southern Region

EVR Periyar Building

690 , Anna Salai, Nandanam, Chennai – 600 035.

TENDER SPECIFICATION NO:BHEL:PSSR:SCT:1196

NAME OF WORK

Receipt , Unloading at site stores / storage yard,
verification, stacking and preservation of
materials / components for 2 x 120 MW sets at
Nalco Captive Power Plant Units 9 & 10 –Nalco
Angul, Orissa State

(PRICE BID)

PART II

Issued to
M/s.

For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED

Senior Deputy General Manager/Contracts

(This tender document is not transferable)

Place: Chennai-600 035.

Date:

SECTION VII – APPENDIX – VIII

Nalco Captive Power Plant 2 x 120 MW - Rate Schedule for Material Handling

BHEL:PSSR:SCT:1196

Sl. No	Description of work	Approx Weight to be handled	Unit Rate (Rs.) Per MT	Total Amount (Rs.)
1.	Receipt / taking delivery/ unloading, transporting, handling, unloading at stores/storage area and stacking including supply of sleepers, wooden logs, concrete Blocks etc, as required and handling of such supports for raising, unpacking and handling of components for verification purpose and check measurements, repacking and stacking including all loading, unloading and handling operations using your own cranes, tractor/carriers, lifting and handling equipments, tools, tackles, storing and handing over thereof all materials / components auxiliaries received from various manufacturing units and their sub vendors and suppliers, as per the specification and BHEL Engineers instructions. The scope includes handling of certain consumables such as lubricants, electrodes, paints chemicals etc supplied by units or any other agencies as part of supply items, and also to arrange required computer and accessories including required operators as detailed in the Tender Specification.			

Sl. No	Description of work	Approx Weight to be handled	Unit Rate (Rs.) Per MT	Total Amount (Rs.)
1a)	Unloading and stacking of the consignment received by trucks / trailers through road	17104 MT		
1b)	Unloading and stacking of the consignment received by Rail at railway siding of Nalco CPP situated at approx 15 kms transportation to BHEL stores yard through contractors own trucks / trailers and unloading and stacking in BHEL store yard	3500 MT		
2.	Receipt, unloading, unpacking, verification and stacking of the following ODC equipments weighing more than 75 T from Trucks / Trailors / railway wagons received with contractors own cranes and other unloading equipments like jacks, winches, slings and sleepers etc. a) Generator Stator b) Boiler Drum c) HP / IP Module d) Generator Transformer	946 MT		
3	Receipt, Unloading, Unpacking, Verification and Stacking in Stores / Storage yard of certain materials such as office furniture, T & P and other non-erectable materials received from other sites, with your own cranes and other unloading equipments.	300 MT		
4	Clearance and taking delivery from the nearest Railway stations situated at Angul at a distance of approx 20 Kms the following places, based on RR and arrange for transportation to site, unloading and stacking handing over to BHEL stores, with contractors own crane and other T & Ps.	100 MT		

Sl. No	Description of work	Approx Weight to be handled	Unit Rate (Rs.) Per MT	Total Amount (Rs.)
5	Clearance from transporters Godown at Angul approx 20 kms from site based on LWB / PWB and arrange for transportation to site , unloading, stacking and handing over to BHEL stores, with your cranes and other tools and plants	100 MT		
6	Shifting of materials already stored and Restacking at storage yard / stores including all loading, transporting and handling within the storage premises as per the instructions of BHEL, with your own cranes and other T & P's.	1000 MT		
7	For providing services for preservation painting of Boiler, T.G. and all other Erection components at storage yard/stores including supply of all consumables excepting all preservative paints, complete cleaning and painting of one coat of preservative paint/compound as per BHEL Engineer instructions and specifications using your own Crane, Fork lift or any other handling equipments, with your own operators. Approximate tonnage for preservation	7000 MT		

Sl. No	Description of work	Approx Weight to be handled	Unit Rate (Rs.) Per MT	Total Amount (Rs.)
8	Packing and loading of materials on trucks / trailers using contractors own crane and T & P 's at site for transporting from site to other places	300 MT		

SIGNATURE OF THE TENDERER

TOTAL CONTRACT VALUE Rs.
(In words Rs.)

NOTE TO RATE SCHEDULE :

1. The quantity mentioned in column 3 is approximate and are liable for variation. Payment shall be made for the actual Quantity handled, at the actual tonnage rate accepted.
2. No revision in rate will be entertained for variation in quantity or size of major components or quantum of work in different categories.
3. For the purpose of payment gross weight indicated in LWB/PWB will be taken into account for calculating the tonnage handled.
4. The rates quoted/accepted for above items shall be operated according to site conditions / requirement. The items indicated from Sl.No.4 to Sl.No.9 may be operated either partial or full or totally Nil. The bidders to take note these aspects and quote accordingly.
5. The tenderer shall have to assess the correct distance before quoting wherever distance are indicated, as the distance indicated are only approximate.
6. Sleepers, wooden Blocks / logs and concrete blocks required for raising height of components for stacking are to be arranged by the contractor at his cost.
7. Tenderers are requested to quote their rates, only in the price bid (part II) provided by BHEL. Quoting of rates in any other form / formats will not be entertained.

SIGNATURE OF THE TENDERER