

BHAVNAGAR ENERGY COMPANY LIMITED
2X250 MW LIGNITE BASED THERMAL POWER
PROJECT AT PADVA, TA.-GHOGHA, DIST.-BHAVNAGAR



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2x250 MW LIGNITE BASED THERMAL POWER PROJECT AT
PADVA, TA.-GHOGHA, and DIST.: -BHAVNAGAR

**TENDER DOCUMENT FOR ERECTION OF
INSTRUMENTS, ACCESSORIES AND CABLE LAYING
OF REAL TIME ONLINE CONNECTIVITY FOR CEMS
& ETP DATA TO CENTRAL POLLUTION CONTROL
BOARD & GUJARAT STATE POLLUTION CONTROL
BOARD AT BECL, PADVA SITE**

PART - I

TECHNICAL BID



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TENDER NOTICE

1	Tender No.	BECL/ C&I/SERVICE/2018/APR-18/002 Dated 08.03.2018
2	Name of the work	Erection of Instruments, Accessories, cable laying and termination for Real time online monitoring of CEMS and ETP data at CPCB and GPCB.
3	Work Completion Time	12 weeks from the date of LOA
4	Tender Fees(Non Refundable)	Rs. 500.00 /- DD of Nationalized bank only in favour of Bhavnagar Energy Company Limited, payable at Gandhinagar.
5	Earnest Money Deposit	Rs.3250.00 /-by DD of Nationalized bank only in favour of Bhavnagar Energy Company Limited, payable at Gandhinagar.
6	Availability of blank Tender and receipt of filled in tender	Tender (Technical Bid & Price Bid) shall be downloaded from BECL Website: www.becl.in and shall be submitted along with D.D.s of Tender Fee and E.M.D. (Separate D.D.s for Tender Fee & E.M.D.). Downloading from : 20/04/2018 Time : 11:00 AM Receipt of tender document by courier: 17/05/2018 upto 18:00 hrs. (by RAPD post, courier or speed post only)
7	Date of opening of Tender	Technical bid opening shall be on 19/05/2018 @ 15:00 hrs.
8	Validity of Tender	30 days from submission of Price bid.
9	Eligibility of Tenderer	(1) Tenderer should have experience of erection of instruments, accessories and cabling work and having experience of similar work for more than 2 years. (2) Agency should have completed last 3 such Works amounting not less than Rs. 2 Lakhs from any reputed firm. (3) Agency shall have PAN Number. (4) Agency shall have valid GST number. (5) Agency shall have valid PF Number (6) In the event that the successful Bidder is a joint venture formed by two or more companies, the parties to the joint venture shall accept jointly and severally all the liabilities and obligations of the Contract
10	Security Deposit	Successful tenderer shall have to deposit 5% of the finally evaluated price as a security deposit in the form of bank guarantee of any nationalized bank and shall have to sign a contract with BECL as per rules within 10 days from the date of issue of LOA.
11	Defect Liability Period	01 year from date of completion certified by BECL Engineer. SD should be released after defect liability period, if performance of the work is final satisfaction by BECL Engineer.

Note:-

- (1) Tender received without tender fee and E.M.D. will be out rightly rejected.
- (2) Company reserve the right to reject any or all tender or part there of or split the work



between more than one Tenderer, without assigning any reason thereof.

- (3) Following Document are enclosed as per below order in separate envelopes.
- Envelope-1:-** D.D. of E.M.D. and Tender fee are in one sealed cover.
 - Envelope-2:-** Document for Technical Bid with supportive document in sealed cover.
 - Envelope-3:-** Document for Price Bid with supportive document in sealed cover.

All three envelopes are to be covered in one single sealed cover and submit to BECL site office by RPAD, speed post or courier only.

- (4) The rates quoted shall be firm exclusive of GST and all other taxes being paid to Govt.
- (5) The Tenderer is requested to quote rates as per the terms and conditions mentioned in the tender document.
- (6) Any conditional tender will not be entertained and will be rejected.
- (7) The Tenderer approved either by Govt./Semi-Govt./PSU/Municipality undertaking or license holder is **not exempted** by this company for paying E.M.D. & SD etc.
- (8) The Tenderer has to do this work strictly according to the drawings, FQP, estimates and specification approved by company.

Scope of Work:

- (1) Installation of JBs, Instruments, Convertors, Switches, on site (Approximate quantity attached as schedule B however same may vary according to the drawing revision)
- (2) Cable laying, Dressing, ferruling and Termination.
- (3) Supply of Lugs, Ferrules, Glands etc. as per requirement.
- (4) Supply of ferrule sleeves and Printing of ferrules.
- (5) Fabrication of base frame, support welding as and where required.
- (6) Supply of paints and painting of base frame and supports as and where required.
- (7) Shifting of material at site will be in scope of Contractor.
- (8) Documents attached herewith the tender for reference purpose only
- (9) Protocols to be made & submitted to BECL for the approval as per approved FQP of BECL. Measurement shall be prepared based on signed protocol.
- (10) To complete all required Quality testing as per BECL rules and regulations.
- (11) To provide all type of required PPEs to the manpower are in scope of contractor only.
- (12) BECL guideline and norms for erection and commissioning to be followed in all respect i.e. safety and quality, insurance etc.
- (13) Necessary documentary proof to be submitted by successful bidder for insurance of their deployed manpower, machinery within 10 days of LOA. (Work compensation policy).
- (14) Property of Plant should not be damaged during the execution and necessary rectification / repairing to be carried out as per instruction of BECL Engineer.
- (15) BECL will provide single point power supply for welding machine and grinding machine.
- (16) Tenderer to mention the exclusion scope if any over and above to the detail mentioned in the tender.
- (17) All required all tools and tackles will be in scope of tenderer only.



- (18) All required machineries like welding machine, grinding machine, cutting machines, drilling machine etc. Will be in scope of tenderer only.
- (19) Cable laying in conduit, cable dressing, ferruling and termination with proper lugs will be in scope of tenderer.
- (20) Bidder can use the available cable trays for the laying of cables. However any additional requirement of cable tray erection will be in scope of tenderer.
- (20) Tenderer is totally responsible for the necessary erection works for completion of the system.
- (21) FO cable laying in conduit with splicing and termination work will be the scope of tenderer.

Exclusion of Scope of Work:

- (1) Commissioning of system.
- (2) Supply of JB's and Instruments.
- (3) Structure material supply.
- (4) Supply of cables and conduits.

General Conditions:-

- 1. BECL FQP to be followed and shall be made available before execution of work.
- 2. In case of any conflict, BECL Engineer decision shall be final.
- 3. Work shall be completed in totality within 12 Weeks.
- 4. Pre-assembly may have to be done at ground.
- 5. Electrical connection will be provided within 50 Meters. range.
- 6. Accommodation of Engineers & workers to be arranged by contractor.
- 7. Skilled/ Experienced supervisor to be deputed for above work. Request you to submit your manpower deployment schedule and erection/commissioning schedule.
- 8. All the Statutory norms to be followed and fulfilled. Vendor is responsible for any obligation developed.
- 9. Material reconciliation to be certified by BECL Engineer. Final Payment will be processed as per certification.
- 10. Area cleaning during and after work is to be done. Final Payment shall be cleared after that only.



11. Work permit to be obtained for start of work as per BECL norms and practices.
12. Safety rules and norms to be followed strictly, necessary PPE for workers will be arranged by contractor.
13. For movement of supplied material if any requirement, same shall be done by bidder.
14. Price basis shall be F.O.R at BECL Plant Site
15. GST shall be applicable extra at actuals.

Signature of Contractor with Seal

[Sudhir Bhargava]
Chief General Manager [P]
BECL-Padva



INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Bhavnagar Energy Company Limited (BECL) is a joint venture company formed with GPCL, GSIL, GMDC, GNFC, GSFC & GACL as its promoters.

2. LOCATION OF THE PLANT

The site is located Near Village Padva Taluka, Ghogha, and District Bhavnagar in the state of Gujarat in India. State Highway (SH-25/1) is about 1 km from the site. Bhavnagar Railway station is about 25km from the site.

3. GENERAL INSTRUCTIONS

- 3.1 Bids shall not be accepted after the time and date fixed for receipt of Bids as set out in the Tender notice. Bids received after the above time and date so fixed, will not be considered
- 3.2 Bidder shall bear all costs associated with the preparation and delivery of their Bid, and the owner will, in no case, be responsible or liable for these costs.
- 3.3 In the event that the successful Bidder is a joint venture formed by two or more companies, the parties to the joint venture shall accept jointly and severally all the liabilities and obligations of the Contract.
- 3.4 Modification and Withdrawal of Bids
 - 3.4.1 The Bidder may modify or withdraw their Bid after submitting the bid, provided that, such modification or withdrawal is received in writing by the Owner prior to the deadline prescribed for submission of Bids.
 - 3.4.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched so as to reach to the owner before the deadline prescribed for submission of bid. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.
 - 3.4.3 No Bid shall be modified subsequent to the deadline for submission of Bids.
 - 3.4.4 No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiry period of bid validity.

4. Eligibility Criteria

- 4.1 Bidder to submit the credential of similar executed works in the Thermal power plants.
- 4.2 Agency should have completed at least 3 relevant Works amounting not less than Rs. 9 Lakhs.
- 4.3 Agency shall have PAN Number.
- 4.4 Agency shall have valid GST number.
- 4.5 Agency shall have valid PF Number
- 4.6 In the event that the successful Bidder is a joint venture formed by two or more



companies, the parties to the joint venture shall accept jointly and severally all the liabilities and obligations of the Contract.

5. BID DOCUMENTS

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid.

6. Clarification of Bidding Documents

Prospective Bidders requiring any further information or clarification of the Bidding Documents may notify the Owner in writing. The Owner will respond in writing to request for information or clarification of the Bidding Documents which it receives at least a week earlier than the deadline for the submission of Bids prescribed by the Owner. The Owner's response (including an explanation of the query) will be sent in writing or by email / Fax to all prospective Bidders who have received the Bidding Documents.

7. Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, the Owner may, for any reason, whether at their own initiative or in response to a clarification requested by prospective Bidder, modify the Bidding Documents by amendment.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the owner may, at their discretion, extend the deadline for the submission of Bids.

8. LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.

9. TIME SCHEDULE

The basic considerations and the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'.

10. EMD

- 10.1.1 The bidder shall furnish, as part of his bid, EMD of the amount Rs.3250 /- No deviation shall be permitted from this.
- 10.1.2 The EMD shall be in the form of a demand draft/pay order in favour of Bhavnagar Energy company Limited from any nationalized / scheduled bank valid for 90 (ninety) days from the date of submission of bid documents.
- 10.1.3 Any bid not accompanied by an acceptable EMD will be rejected by the Employer / Institute as non-responsive.



- 10.1.4 The bid securities of unsuccessful bidders will be returned as promptly as possible as but not later than 30 days after the expiration of the period of bid validity prescribed by the Employer.
- 10.1.5 The EMD of the successful bidder will be returned upon the bidder executing the Contract and furnishing the required security deposit.
- 10.1.6 The EMD may be forfeited:
- If a bidder withdraws his bid during the period of bid validity.
 - In the case of successful bidder, if he fails to:
 - enter into the contract, or ii) furnish the necessary performance security iii) does not agree to arithmetic corrections made as per terms of bid documents.
- 10.1.7 No interest will be payable by the company on the EMD amount cited above.

EMD of Rs.3250/- in the form of demand draft in favour of M/s. **Bhavnagar Energy Company Limited, payable at Gandhinagar** is issued by any of following banks.

- All Nationalized banks including the Public Sector Bank-IDBI Bank Ltd.
- Private banks (i) Axis Bank (ii) HDFC Bank (iii) ICICI Bank or any other bank.

EMD of all the unsuccessful bidder will be return back within 30 days of award of contract. No interest will be payable to this amount. EMD of successful bidder will be return back after submission of SD. No interest will be payable for any delay.

11 Security Deposit

Successful tenderer shall have to deposit 5% of the finally evaluated price as a security deposit which will be release at the time of 12 month warrantee period from the successful commissioning of system in all aspect.

Validity of Security Deposit is for 12 months from the date of Successful commissioning in all aspect.

SUBMISSION OF BIDS

The bids shall be submitted in three parts viz. Part 1 (D.D. of Tender fee and E.M.D.), **Part 2- (Technical Bid)** and **Part 3**(Price Bid). The bidder shall be submitted tender (both part) in hard copy separately in single cover to CGM (P), **Bhavnagar Energy Company limited**, at Padva site office. **The tender fees and EMD shall be submitted separate envelope (i.e. In Part 1). All the submitted relevant documents are to be submitted in triplicate form. (Technical Bid, price bid etc.) with stamped and signed on each page of tenders.**

Part-1 D.D. of Tender fee and E.M.D

D.D. for Tender fee and EMD should be submitted in sealed cover.

Part-2 Techno-commercial bid without price

The tender document (all section/volume) duly signed in all pages without price bid along with techno-commercial deviations, if any, shall accompany the bid.



Each page of the bid document received from OWNER shall be duly company seal & signed and dated in ink by the BIDDER as a token of having examined the same.

Part-3 Price Bid

The price is to be filled in Hard copy of Price bid and to be submitted separately from Technical bid.

13. SIGNATURE ON BIDS

- 13.1 The Bid must be signed and sealed by the Bidder with his usual signature.
- 13.2 Bid by a partnership firm must furnish registered partnership deed with full names Of all partners and be signed with the partner's names; followed by the signature and Designation of one of the authorized partners or other authorized (s).
- 13.3 Erasures or other changes in the Bid Documents shall be initialled by the person Signing the Bid.
- 13.4 Bids not conforming to the above requirements of signing shall be disqualified.

14. POLICY FOR BIDS UNDER CONSIDERATION

Bid shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees. The OWNER if necessary will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing, as may be necessary. The bidder will not be permitted to change the price or substance of the Bid after the bid has been opened.

15. OPENING OF BIDS

- 15.1 The owner shall open the pre-qualification / technical bid / price bid, as the case may be, in presence of authorized representative of bidders on due date and time. It will be responsibility of the bidder to witness the opening. In case any or none of the representative could attend the bid opening, OWNER shall open the same as per schedule.
- 15.2 For pre-qualification & technical bid opening, inviting bidder or their representatives shall be at the discretion of the owner.

Preliminary Examination

- 15.3 The owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- 15.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected accordingly. If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected accordingly



16. EFFECT AND VALIDITY OF THE BID

The submission of the Bid with the documents and specifications shall also constitute an agreement, that, **the Bidder shall have no cause for action or claim, against the Owner in case of rejection of his bid.**

The Owner shall always be at liberty to split, accept or reject any Bid or Bids at their sole discretion and any such action shall not be called into question and the Bidder shall have no claim in this regard against the Owner.

The Bid should be kept valid for acceptance for a period of Thirty (30) calendar days from the submission of price Bid.

17. EVALUATIONS AND COMPARISON OF BIDS

- 17.1 The Bids received and accepted shall be evaluated by the Owner to ascertain the lowest evaluated Bid in the interest of the owner, for the complete 'Order' covered under these specifications.
- 17.2 The comparison of all the Bids shall be carried out with reference to similar scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be considered.

18. AWARD OF CONTRACT

- 18.1 **'Letter of Intent/Letter of Award will be sent by Registered post / through courier / Speed Post / Mail to the successful Bidder by the Owner and the date of issue of any of these communications shall be treated as the date of commencement of the order, unless otherwise mentioned.'**
- 18.2 The Order will be awarded to the technically and commercially best-qualified and responsive Bidder offering the lowest evaluated bid in conformity with the requirements of these specifications and documents. A responsive Bid is one which accepts all terms and conditions of these specifications and documents without any major modifications.
- 18.3 When there are rates to be quoted by the Bidders for jobs other than listed, which are not taken into Consideration for evaluation, the lowest responsive bidder will be required to accept the lowest rates offered by other bidders. This will be a pre-condition for award of the work to the lowest responsive bidder.

19. PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque /RTGS only as per GCC.

Terms of payment shall be as under:-

100 % from Total amount against Erection work and the same is divided as below.

- 1) 70% of total amount against claimed RA BILL after 30 Days of submission.
- 2) 25% of total amount after successful commissioning of entire system in totality.
- 3) 5% of total amount as will be released after one month of successful



commission of entire system.

20. MOBILISATION ADVANCE (M.A)

No mobilization advance shall be paid.

21. TIME OF COMPLETION AND WORK SCHEDULE

- 21.1 Time is the essence of this contract. Work covered under this tender shall be completed within time limit as specified in Tender Notice.
- 21.2 The whole works must be proceeded with, within such sections and at such times and in such order and manner as described in these specifications and as directed by the ENGINEER. No extra payment or relaxation in the rates will be permitted on account of this. Time of completion will be that time when entire scope of works is completed.
- 21.3 Extension of contract period only under force majeure conditions for completion of work shall be granted by the OWNER, equal to the time 'Force Majeure' conditions were in existence and as applicable to this contract. Monsoon or inclement weather shall not be considered as a reason for extension of time.
- 21.4 If the CONTRACTOR fails to maintain the stipulated time of completion specified herein above, he shall be liable to pay penalty as set out in General Conditions of Contract. It shall be clearly understood that failure to meet interim completion dates shall also attract penalty.
- 21.5 Work covered under this specification shall be completed in all respects within stipulated time of 12 weeks from the date of LOA.

22. INSPECTION OF SITE BY BIDDERS

- 22.1 BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication and transport required for the satisfactory completion of work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc.. Which may affect the work or cost thereof, before submission of his Bid. **Ignorance of site conditions shall not be accepted by the OWNER as basis for any claim for compensation.** The submission of a bid by the BIDDER will be considered as evidence that such an examination was made any later claims / disputes in regard to rates quoted shall not be entertained or considered by the OWNER.
- 22.2 The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer.

23. EQUIPMENT

- 23.1 All arrangements for transporting the equipment to and from the site shall be done by the CONTRACTOR at his own expense. No claim shall be entertained for mobilizing additional equipment, materials [consumables / non-consumables and / or personnel to complete the work within the stipulated time.
- 23.2 All consumable supplied by the CONTRACTOR shall be of the best quality,



vender of all consumable are approval by BECL before any kind of purchase and shall conform to the relevant IS standard and schedule B.

24. WORK EXECUTION AND SUPERVISION

- 24.1 In the event of occurrence of any accidents at / near the site of work or in connection with execution of the work, a report shall be made immediately to the ENGINEER/OWNER, giving full details of the accident. He shall also report such accidents to all the competent authorities wherever such reports are required by them.
- 24.2 The ENGINEER/OWNER reserves the right to order in writing from time to time during progress of the work, removal and re-execution during progress of the work, removal and re-execution of any work which is not, in the opinion of the ENGINEER/OWNER, in accordance with the specification.
- 24.3 CONTRACTOR shall be fully responsible for the correctness and accuracy of the works. The work shall be executed in a professional manner, with full understanding of the importance of the structure for a project.

25. CONTRACTOR'S SCOPE OF SUPPLY

- 25.1 CONTRACTOR shall obtain all necessary permits and licenses under the respective statutes and shall comply with all provisions of central as well as State legislations at no extra cost to OWNER. Further, CONTRACTOR shall also obtain work permits, clearances from competent authority of company at no extra cost to OWNER.
- 25.2 CONTRACTOR will be responsible for all types of insurance applicable i.e. Transit Insurance, CAR, EAR etc. CONTRACTOR shall have ESI coverage / insurance policy covering risk under workmen compensation Act for his employee / workers at no extra cost to owner.

26. PRICES AND RATES

- 26.1 Prices and rates quoted shall including cost of all consumables , labour, labour supervision, setting out, , transport charges, loading, unloading, intra site transportation, wastage of material, all consumables such as, but not limited to petrol, oil, diesel, lubricants, drill bits, pipes, ropes, welding rods etc.,
- 26.2 Prices and rates quoted shall be deemed to include everything necessary to satisfactorily complete the work as determined by the ENGINEER.
- 26.3 Price basis shall be F.O.R at BECL plant site.
- 26.4 GST shall be applicable extra at actuals.
- 26.5 **Prices and rates quoted shall be firm ,without any escalation, for the entire duration of the contract**
- 26.6 The OWNER reserves the right to split up the work mentioned in the scope of enquiry among more than one CONTRACTOR at the stage of initial award of contract or during progress of work due to unsatisfactory progress of work at site by the CONTRACTOR. The OWNER will not entertain any claim from the CONTRACTOR as a result of such splitting up.
- 26.6 No escalation, idle charges for labour, machinery, overhead expenses etc. **No**



price escalation / idle charges shall be paid due to delay in work due non-availability of front or any whatsoever reason.

26.7 The value of work may be increase or decrease depending upon requirement. However, item rate remains unchanged. Under this rate contract you have to execute all work as instructed by our Engineer in-charge concerned.

27. VALIDITY OF BID

All the bids shall be valid for acceptance without any change in prices and rates for a period of 30 days from the submission of price bid.

28. DEMOBILISATION

On completion of work, the CONTRACTOR shall promptly demobilize from the site and leave the place in a manner as directed by the OWNER / ENGINEER, including cleaning of the area. CONTRACTOR shall start demobilization only after the successful completion of the contract.

29. SECURITY & SAFETY RULES OF OWNER

29.1 CONTRACTOR shall strictly abide by the rules and regulations of security and safety enforced by the OWNER.

29.2 The CONTRACTOR shall be solely responsible for the security of his personnel, material and equipment.

29.3 CONTRACTOR, his employees and agents shall not disclose any information or drawing furnished to them by the OWNER / ENGINEER. All drawings, reports or any other information prepared by the OWNER/ ENGINEER / CONTRACTOR, either individually or jointly for the execution of the contract shall not be disclosed without prior written approval of the OWNER. No photographs of the work of plant within the project site shall be taken without prior written approval of the OWNER.

30. BID DOCUMENTS

In case of conflict regarding interpretation of the intent or meaning of the specification or drawings, the BECL ENGINEER shall interpret such intent or meaning which will be final and binding on the CONTRACTOR.

31. OWNER RESERVES RIGHT

The OWNER reserves the right to accept any bid irrespective of whether it is the lowest or otherwise of reject any or all bids without assigning any reasons whatsoever.

32. QUANTITIES

The quantities against various items of work furnished in the Schedule of Quantities are only approximate and are based on preliminary designs. They are meant only for the purpose of having a common base of comparison of various tenders.



33. GENERAL

In case any clarifications are required, the BIDDER shall approach the OWNER who shall provide such clarifications in writing only. All clarifications provided in writing by the OWNER shall be binding on the OWNER and the BIDDER.

Signature of Contractor with Seal



GENERAL CONDITIONS OF CONTRACT

1.0 INTERIM AND FINAL PAYMENTS

- 1.1 The final bill shall be submitted by the CONTRACTOR within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the ENGINEER/OWNER, otherwise the OWNER/ENGINEER'S certificate of the measurement and the total amount payable for the work accordingly shall be final and binding on all the parties.
- 1.2 The CONTRACTOR shall not demand, nor be entitled to receive payment for the work or any portion thereof except, in the manner set forth in this contract and then only after the OWNER/ENGINEER shall have given a certificate for such payment. For final payment, when the work covered by this contract has been completed, the CONTRACTOR shall prepare a final abstract showing the total amount of work done and its value under and according to the terms of this contract. The CONTRACTOR shall attach copies of the OWNER/ENGINEER completion certificates with his final abstract. From the total value thus arrived, all previous payments will be deducted and all deductions made in accordance with the provisions of this contract and the remainder shall be paid by the OWNER to the CONTRACTOR.
- 1.3 Payment will be made only to the main contractor against the bill raised by him in his letterhead. Bills from other sub-contractors through their letterhead or by delegation of power by the main contractor will not be entertained.

2.0 DELAY AND EXTENSIONS OF TIME

- 2.1 If the CONTRACTOR shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the OWNER within 7 days of the date of hindrance on account of which he desires such extension as aforesaid. This application shall invariably be accompanied by sufficient documentation giving reasons for seeking such extension. No application for such extension shall be entertained if it is not received in sufficient time to allow the OWNER / ENGINEER to consider it and the CONTRACTOR shall be responsible for the consequences arising out of such negligence.
- 2.2 No necessity for an extension of time is anticipated but if untoward or extra-ordinary circumstances beyond the control of the CONTRACTOR should arise, which in the opinion of the ENGINEER / OWNER should entitle the CONTRACTOR to a reasonable extension of time; such extension may be granted but shall not operate to release the CONTRACTOR from any of his obligations. For purpose of this clause, untoward and extraordinary circumstances. Under above circumstances, only extension of time may be granted but the CONTRACTOR will not be entitled to any additional compensation. In case of strike or lockout, the CONTRACTOR shall, as soon as possible, give written notice to the OWNER / ENGINEER, but the CONTRACTOR shall delay and shall do all that may



reasonably be required to the satisfaction of the OWNER / ENGINEER to proceed with the work.

- 2.3 The ENGINEER/OWNER shall have the right to require the discontinuance of the work, in whole or in part, for such time as may be necessary, should the condition of the weather or of flood or other contingencies make it desirable to do so in order that the works shall be well and properly executed. The CONTRACTOR shall have no claim for idle time, escalation etc. However, the ENGINEER/OWNER will grant such extension of time for completion of the contract as he may think proper and sufficient in consequence of such delay.

3.0 Liquidated Damages (LD)

- 3.1 **In the event of the contractor failing to comply with the approved time schedule, he shall be liable to pay as compensation, a sum equal to half percent (1/2%) of the "Order Price" as LD per week and maximum 5 % of contract value.**
- 3.2 The OWNER may without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the ENGINEER/OWNER in writing for completion of work, this LD clause will be applicable after the expiry of such extension period.
- 3.3 All sums payable by way of LD shall be considered as reasonable compensation to be applied to the use of the OWNER without reference to the actual loss or damage sustained and whether or not any damage has been sustained

4.0 AUTHORITIES, NOTICES

- 4.1 The CONTRACTOR shall conform to the provisions of any Acts of the Legislature relating to the works and to the Regulations and Bye-Laws of any authority and of any water, lighting and other companies and / or authorities with whose systems the structure is proposed to be connected and shall, before making any variations from the drawings or specifications that may be necessitated by so conforming, give to the ENGINEER/OWNER written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.
- 4.2 The CONTRACTOR shall arrange to give all notices required by the said Acts, Regulations or Bye-Laws to be given to any authority and to pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works and lodge the receipts with the ENGINEER/OWNER.

5.0 DAMAGES TO PERSONS & PROPERTY INSURANCE IN RESPECT OF

- 5.1 The CONTRACTOR shall be responsible for all injury to persons, animals or things, and for all damage to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any of his approved SUB-CONTRACTOR or of any of his or his approved SUB-CONTRACTOR'S employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held



to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, footpaths, bridges or ways, equipment, electric cables, etc. and the work forming the subject of this contract by frost, rain or other inclemency of the weather. The CONTRACTOR shall indemnify the OWNER and hold him harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

- 5.2 The CONTRACTOR shall reinstate at his cost all damages of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- 5.3 The CONTRACTOR shall indemnify the OWNER against all claims which may be made against the OWNER by any member of the public, or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract with an approved nationalized insurance company, a policy of insurance in the joint names of the OWNER and the CONTRACTOR against such risks and deposit such policy or policies with the ENGINEER from time to time during the currency of this contract. The CONTRACTOR shall also indemnify the OWNER against all claims which may be made upon the OWNER, whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the CONTRACTOR or any of his approved SUB-CONTRACTOR and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved nationalized insurance company, a policy of insurance in the joint names of the OWNER and the CONTRACTOR against such risks and deposit such policy or policies with the ENGINEER from time to time during the currency of this contract. The CONTRACTOR shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damage to any property arising out of or incidental to the negligent or defective carrying out of this contract.
- 5.4 The CONTRACTOR shall also indemnify the OWNER in respect of all costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation of damage arising there from.
- 5.5 The OWNER/ENGINEER shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum due or to become due to the CONTRACTOR.
- 5.4 The OWNER and / or ENGINEER shall not be responsible or be held liable for any damage to person or property consequent upon use, misuse or failure of any construction tools and equipment used by the CONTRACTOR or any of his SUB-CONTRACTORS even though such construction tools and equipment be furnished, rented or loaned to the CONTRACTOR or his SUB-CONTRACTORS by the OWNER. The acceptance and / or use of any construction tools and equipment by the CONTRACTOR or his SUB-CONTRACTORS shall be construed to mean that the CONTRACTOR accepts



all responsibility for and agrees to indemnify and save harmless OWNER and / or the ENGINEER from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment for which the OWNER may be liable.

6.0 LAWS

- 6.1 The contract shall be governed by the laws of State for the time being in force with the same force and effect as if incorporated in full into the contract documents. Where such laws, rules and regulations conflict with the contract documents, the more stringent requirements as interpreted by the OWNER/ENGINEER shall govern.
- 6.2 Should such conflicts require changes in the contract documents, the CONTRACTOR shall promptly notify the OWNER/ENGINEER. No proceedings relating to this contract shall be taken by the CONTRACTOR in any court of law except in Bhavnagar.

7.0 PRICE, RATES TO EXCLUDE TAXES & TERMS OF PAYMENT :

- 7.1 Prices and rates quoted shall including cost of all consumables , labour, labour supervision, setting out, , transport charges, loading, unloading, intra site transportation, wastage of material, all consumables such as, but not limited to petrol, oil, diesel, lubricants, drill bits, pipes, ropes, welding rods etc.,
- 7.2 Price basis shall be F.O.R at BECL Plant Site.
- 7.3 GST shall be applicable extra at actuals.
- 7.4 The quoted rates shall be deemed to include for everything in the specification. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever. The CONTRACTOR when called for by the OWNER/ENGINEER shall furnish detailed analysis in support of the rates quoted by him against each item of the tender. The OWNER reserves the right to utilize the analysis thus supplied in settling any deviations or claims arising out of this contract. Idle time charges for any reason whatsoever shall not be entertained by the Owner
- 7.5 The prices / item rates quoted by CONTRACTOR shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be payable due to delay in work due non-availability of material, construction drawing, work front or any whatsoever reason.
- 7.6 The price/rate quoted by CONTRACTOR shall be considering mobilization and demobilization of all required tools &tackles, manpower, etc.

Terms of payment shall be as under :-

- 100 % from Total amount against Erection work and the same is divided as below.
- **70%** of total amount against claimed RA BILL after 30 Days of submission.
 - **25%** of total amount after successful commissioning of entire system in totality.
 - **5%** of total amount will be released after one month after successful



commission of entire system.

7.7 Statutory deduction like Income tax at source and penalty if applicable

8.0 ENGINEER CANNOT WAIVE OBLIGATIONS

Neither the ENGINEER, nor any of his assistants or agents shall have any power to waive any of the obligations of the CONTRACTOR or any of the obligations of the contract for the furnished goods and suitable materials by the CONTRACTOR and for his performing good work as herein described.

9.0 WORK PARTLY ABANDONED

If any time after commencement of the work, the OWNER shall for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out, the ENGINEER shall give notice in writing of the fact to the CONTRACTOR who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

10.0 CONTRACTOR'S ADDRESS

Both the addresses appearing in the agreement and the CONTRACTOR'S office at or near the site or the work are hereby designated as places to either of which notices, letters or other communication to the CONTRACTOR shall be mailed or delivered. The delivery at either of the above named places or depositing in a post-paid wrapper directed thereto, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the CONTRACTOR, shall be deemed sufficient notice or service thereof upon the CONTRACTOR and the date of such notice or service shall be the date of such delivery or depositing. The first named address may be changed at any time by an instrument in writing executed and acknowledged by the CONTRACTOR and delivered to the OWNER and the ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the CONTRACTOR personally.

11.0 INDEPENDENT CONTRACTOR

The CONTRACTOR agrees to perform this contract as an independent



CONTRACTOR and not as an agent or employee of the OWNER.

12.0 NO OTHER UNDERSTANDINGS

There are no other understandings between the parties other than as set forth in the contract. All communications, either verbal or written, made prior to the date of the contract are hereby abrogated and withdrawn unless such communications are made part of the contract.

13.0 ARBITRATION

In case of any dispute or difference shall arise between the OWNER/ENGINEER and the CONTRACTOR touching or concerning this contract or the construction, meaning, operation or effect thereof or of any clause herein contained or as to the rights, duties or liabilities of the parties hereto respectively or of the OWNER/ENGINEER under or by virtue of these presents or otherwise or touching the subject matter of these presents or arising out of or in relation thereto (except as to matters left to the sole discretion of the OWNER/ENGINEER the same shall be referred to the arbitration of a single arbitrator in case the parties can agree upon one, otherwise, to two arbitrators, one to be appointed by each party and an umpire to be appointed by the two arbitrators before entering upon the references and in either case in accordance with and subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any time being in force. Place of arbitration is at Bhavnagar. The arbitrator(s) shall give valid reasons for award.

14.0 SCHEDULE OF QUANTITIES – NO CLAIM BECAUSE ACTUAL QUANTITIES DIFFER FROM PRELIMINARY STATEMENT

- 14.1 The quantities of the various kinds of work to be done and materials to be furnished under this contract which have been estimated and are set forth in the proposal or the agreement or the lists of contract prices, are the best available, but may not be accurate if any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract.
- 14.2 The CONTRACTOR agrees that neither the OWNER nor the ENGINEER nor any of the employees or agents thereof shall be held responsible if any of the said estimated quantities should be found to be not even approximately correct in the construction of the work and that he will not at any time dispute or complaint of such statement nor assert that there was any misunderstanding in regard to the character, size and type of work to be done or the kind or amount of the materials to be furnished or work to be done. Further, the CONTRACTOR shall make no claim for anticipated profits, for loss of profit or for damage because of a difference between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth by the OWNER or the ENGINEER.
- 14.3 The rates / prices quoted by the BIDDER in the schedule of rates / prices, shall be firm irrespective of any variation in the quantities of



individual items of work and / or in the total Contract Price.

15.0 CONTRACTOR INFORMED, AS TO THE CONDITIONS

- 15.1 The CONTRACTOR shall inspect, examine and obtain all information and satisfy himself regarding all matters and local labour conditions, relating to the execution of the works to be carried out under the contract; or any hindrances or interferences to or with construction and maintenance of the works from any cause whatsoever including any other operation of works, which may or will be carried out on or adjacent to the site of the works under the contract; and shall make allowance for all such contingencies in the contract price and will not raise any claims or objections against the OWNER in any of such matters as mentioned above.
- 15.2 The acceptance of the order or making of a contract will be construed as evidence that such an examination was made and later claims for labour, equipment or materials required for difficulties encountered will not be allowed.
- 15.3 The prices quoted by the CONTRACTOR shall be based on his own knowledge and judgement of the condition.

16.0 SETTING OUT WORKS

- 16.1 The CONTRACTOR shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the CONTRACTOR, shall at his own expenses rectify such error, if called upon, to the satisfaction of the OWNER/ENGINEER.
- 16.2 The CONTRACTOR shall provide all facilities, instruments and attendance to the OWNER/ENGINEER or his deputed representative to check his work. Instruments brought by the CONTRACTOR shall be in good working condition and are subject to approval of the OWNER/ENGINEER. Checking in part or full or any setting out or any line or level by the OWNER/ENGINEER shall not in any way relieve the CONTRACTOR of his responsibility o for the correctness thereof.

17.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE OWNER/ENGINEER INSTRUCTIONS

If the CONTRACTOR after receipt of written notice from the OWNER/ENGINEER requiring compliance, with such further drawings and / or the OWNER/ENGINEER instructions fails within seven days to comply with the same, the OWNER/ENGINEER may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the OWNER on a certificate by the OWNER/ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.



18.0 MEASUREMENT OF WORKS

- 18.1 The ENGINEER and / or the OWNER may from time to time intimate to the CONTRACTOR that they require the works to be measured and the CONTRACTOR shall attend or send a qualified agent to assist the ENGINEER and OWNER'S representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.
- 18.2 Should the CONTRACTOR not attend or neglect or omit to send such agents then the measurements taken by the ENGINEER and the OWNER'S representative or approved by them shall be taken to be the correct measurements of the work. Such measurements shall be taken in accordance with the mode of measurements mentioned in the specification.
- 18.3 Any claim which the CONTRACTOR may have to make in respect of such measurement shall be made by him in writing to the ENGINEER within seven days of the date of these measurements, failing which the measurements shall be deemed to have been accepted by the CONTRACTOR.
- 18.4 Where mode of measurement is not specified, the measurements will be taken at site as per I.S code of practice for measurements. The CONTRACTOR shall give all assistance for taking measurements like steel measuring tapes.
- 18.5 If any work carried out by the CONTRACTOR is not as per specification or not as per instruction giver by OWNER/ENGINEER, the measurement of said work shall be consider for payment.

19.0 TO REMEDY DEFECTIVE WORK AND DEFECTS LIABILITY PERIOD.

- 19.1 If the work or any portion thereof shall be damaged in any way excepting by the acts of the OWNER, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the CONTRACTOR shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the OWNER/ENGINEER. In no case shall defective or imperfect work be retained.
- 19.2 Twelve calendar months from the date of completion of the contract unless otherwise agreed in writing by the OWNER / ENGINEER will be deemed as the 'Defects Liability Period'. In case any defects in the work due to bad materials and / or bad workmanship develop in the work before expiry of this period, the CONTRACTOR on notification by the OWNER shall rectify or remedy the defects at his own cost and he shall make his own arrangements to provide materials, labour, equipment and any other appliance required in this regard. **The retention of Security Deposit by the OWNER shall be 5% of the contract value.** In case even on due notification by the OWNER, the CONTRACTOR fails to rectify or remedy the defects, the OWNER shall have the right to get this done by other agencies and recover the cost incurred, by deductions from any money due to the CONTRACTOR or



from his Security Deposit.

- 19.3 The OWNER may, in lieu of such amending and making good by the CONTRACTOR, deduct from any money due to the CONTRACTOR or from his security deposit, a sum to be determined by the OWNER equivalent to the cost of amending such work and in the event of such security deposit being insufficient, recover the balance from the CONTRACTOR together with any expense the OWNER may have incurred in connection therewith.
- 19.4 The CONTRACTOR shall remain liable under the provisions of this clause notwithstanding the passing by the OWNER of any certificate, final or otherwise or the passing of any accounts.

20.0 CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP.

As a part of the work included in this contract, the CONTRACTOR shall completely remove and satisfactorily dispose of all temporary works as directed.

21.0 SAFETY PRECAUTIONS

- 21.1 The CONTRACTOR shall pay particular attention to ensure safety of his staff and workmen and others in the vicinity and shall be responsible for any loss of life or injury to person due to negligence or any other causes whatsoever except natural causes. He shall provide all necessary fencing and lights required to prevent accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with consent of the CONTRACTOR be paid to compromise any claim of any such person.
- 21.2 The CONTRACTOR shall reinstate all damage of every sort mentioned in this clause so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims of damage to the property of third parties.
- 21.3 Contractor must fulfil all the safety regulations and to take safety measures to avoid hazards. Contractor has to arrange sufficient PPE, safety helmets, safety belts, safety shoes, life lines, fire extinguishers, fire blankets etc. Failing which, the Engineer in Charge is authorized to remove any person(s) or machinery(s) if felt as safety hazard. If the contractor repeatedly violates safety rules/regulations, Engineer In charge may take necessary action against the contractor.
- 21.4 The CONTRACTOR shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, sign boards, temporary passages, or other protection necessary for the purpose. All work shall be done at the CONTRACTOR'S risk and if any loss or damage shall result for fire or from other cause, the CONTRACTOR shall promptly repair or replace such loss or damage free from all expenses to the OWNER. The



CONTRACTOR shall be responsible for any loss or damage to material, tools or other articles used or held for use in connection with the work. The work shall be carried on to completion without damage to any work or property of the OWNER or of others and without interference with the operation of existing machinery or equipment.

22.0 UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF OWNER

Wherein any certificate, of which the CONTRACTOR has received payment, the OWNER/ENGINEER has included the value of any unfixed material intended for and / or placed on or adjacent to the works, such materials shall become the property of the OWNER (for any loss or damage to which the CONTRACTOR shall be responsible and they shall not be removed from the site, except for the works, without the written authority of the OWNER/ENGINEER.

23.0 FAIR WAGES

- 23.1 The CONTRACTOR shall comply with all industrial and labour rules and regulations which are in force from time to time. The CONTRACTOR has to follow strictly the government labour acts which are in force at present and at all future times and all necessary arrangements for labour will have to be made by the CONTRACTOR.
- 23.2 No labourer below the age of eighteen years shall be employed in the work.
- 23.3 The CONTRACTOR shall pay not less than fair wage to labourers engaged by him on the work. "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Central Public Works Department for the district in which the work is done and it shall not be less than the minimum rates of wages fixed by the Government (Central or State) for that class of employees engaged on the same type of work in the same area. The CONTRACTOR shall notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his SUB-CONTRACTORS in connection with the said work, as if the labourers had been immediately employed by him.
- 23.4 In respect of all labourers directly or indirectly employed in the works for the performance of the CONTRACTOR'S part of this agreement, the CONTRACTOR shall comply with or cause to be complied with C.P.W.D Contractor's Labour Regulations made by the Government from time to time in regard to payment wages, wage period, deductions from wages, recovery of wages not paid, any deduction unauthorized made, maintenance of wage register, wage cards, publication of scale of wages, leave, maternity benefits and other terms of employment, inspection and submission of periodical returns and all other matters of alike nature to the OWNER / ENGINEER and / or to the Labour Welfare Officer or any person authorized by the Government.



- 23.5 The OWNER shall have the right to deduct from the money due to the CONTRACTOR, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of regulations.



- 23.6 The CONTRACTOR shall at his own expense provide or arrange for protective clothes and equipment like helmets, gumboots, welding goggles etc. for his labourers / employees engaged in work which may be injurious to their health unless proper precautions are taken.

24.0 FORCE MAJEURE

Force Majeure is herein defined as (1) any cause which is beyond the control of the CONTRACTOR or the OWNER, as the case may be, (2) Natural phenomenon including but not limited to weather conditions, floods, drought, earthquakes and epidemics, (3) acts of any Government authority, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantine, embargoes, licensing control or production or distribution restrictions, (4) accidents or disruptions including but not limited to fires, explosions and power shortages, (5) transportation delay due to force majeure or accidents, (6) strikes, slowdown, lockouts and sabotage, (7) riots and civil commotions, (8) failure or delay in the CONTRACTOR's source of supply due to force majeure causes enumerated at 1 to 7 above.

In case of Force Majeure condition, the contractor shall have no right to claim any amount against OWNER on account of escalation or idling charges or under any other head.

25 Indemnity

The CONTRACTOR shall indemnify and hold harmless the OWNER / PURCHASER, the OWNER / Engineer, their contractors, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the Works, including professional services provided by the CONTRACTOR.

These indemnification obligations shall be limited to claims, damages, losses and expenses which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of physical property (other than the Works), including consequential loss of use. Such obligations shall also be limited to the extent that such claims, damages, losses or expenses are caused in whole or in part by a breach of a duty of care, imposed by law on the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR.



26 Statutory Requirement:

The contractor has to fulfil the statutory compliance of labour laws are as under:-

The contractor shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.

Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.

All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.

The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.

The contractor shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at **BECL** site and furnish the same failing which **BECL** may terminate the contract at its sole discretion.

The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at Site to the P.F office concerned every month failing which **BECL** will recover from the outstanding payment to the contractor from **BECL**.

The Contractor shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities whenever required.

The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. under intimation to HR & Admn. Dept.

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The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.

The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.

The contractor shall take Workmen Compensation Insurance Policy for all his employees working at **BECL** site. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.

The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.

If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.

The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.

BECL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labour laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify **BECL** if in the event **BECL** pays it as Principal Employer.

The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.

The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.

The contractor shall conduct pre-induction and periodic medical check-up of his workmen as per applicable laws. The list is indicative in nature and not an exhaustive one. Any amendment/ alteration/ Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

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The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labour laws of Government and other statutory laws as applicable.

The contractor should register himself under the Contract Labour Act, Workmen Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The W.C. Policy copy should be submitted to the OWNER before commencement of the work and Labour Licence should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to **BECL**.

Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.

The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Workmen Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act, Labour Law Act, maternity benefit act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.

Documentary evidence of deposit of PF paid in the preceding month shall have to be produced by the contractor along with the monthly RA bill of succeeding month.

Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.

CONTRACTOR's EQUIPMENT

The CONTRACTOR shall provide all CONTRACTOR's Equipment necessary to complete the Works. Contractor shall provide/mobilize requisite machinery for execution of work

All CONTRACTOR's Equipment shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works.

The CONTRACTOR shall not remove from the Site any such CONTRACTOR's Equipment without the consent of the OWNER.

Work in Already Occupied office



All the care shall be exercised that work is carried out with minimum disturbance to persons sitting in office and no damage to belongings of BECL.

The entire work shall be executed as per GCC and T.S. attached with tender. The work shall be executed as per the technical specifications, as described in Schedule-B and as directed by Engineer-in-Charge. The payment shall be made on actual work done quantity only, the items shall be operated as per actual requirement of the work.

Signature of Contractor with Seal

[Sudhir Bhargava]
Chief General Manager [P]
BECL-Padva



SCHEDULE –B

Name Of Work : TENDER DOCUMENT FOR ERECTION OF INSTRUMENTS, ACCESSORIES AND CABLE LAYING OF REAL TIME ONLINE CONNECTIVITY FOR CEMS & ETP DATA TO CENTRAL POLLUTION CONTROL BOARD & GUJARAT STATE POLLUTION CONTROL BOARD AT BECL

Sr. No.	DESCRIPTION OF JOB	U.O.M.	Qty
1	CABLE LAYING AND TERMINATION FOR 1 PAIR X 0.75mm ² ARMOURED CABLE	Nos.	500 Mtrs. (Approx.)
2	CABLE LAYING AND TERMINATION FOR 3 CORE X 2. 5mm ² ARMOURED CABLE	Nos.	500 Mtrs. (Approx.)01
3	FIBRE OPTIC CABLE LAYING IN FLEXIBLE CONDUIT	Nos.	1000 Mtrs. (Approx.)
4	FIBRE OPTIC CABLE SPLICING AND TERMINATIONS	Nos.	04 (Approx.)
5	COMMUNICATION CABLE (CAT-6)LAYING AND TERMINATION IN FLEXIBLE CONDUIT)	Nos.	300 Mtrs. (Approx.)
6	INSTALLATION OF JUNCTION BOX	Nos.	03 (tentative)
7.	INSTALLATION OF FLOW METER, CONVERTER & SENSORS INCLUDING CABLING & TERMINATIONS	Nos.	02 (tentative)
8	SIGNAL CABLE TERMINATIONS IN DCS AND SIGNAL MULTIPLIERS	Nos.	30 nos. (tentative)
9	3 CORE X 2.5 mm ² POWER CABLE GLANDING AND TERMINATIONS	Nos.	10 nos. (tentative)
10			

Note:

- 1.1) All the Accessories for cabling (supply of double compression Glands, lugs, ferruling etc. will be in the scope of tenderer
- 1.2) All the erection Accessories for Junction box, field Instruments etc. will be



- in the scope of the tenderer.
- 1.3) All the cables are to be dressed properly in trays with applying of cable Tags on each end.
 - 1.4) All the required tool & tackle for the cabling, erection of Instruments, welding of support will be in the tenderer scope.
 - 1.5) FO cable splicing including spare cores will be in tenderer scope.
 - 1.6) Power supply will be made available at single point in convenience to BECL further distribution will be in tenderer scope.
 - 1.7) All the required approach for the total work scope to be arrange by tenderer.

I have read the above conditions appearing at pages Sr. no.1 to 32 and shall abide by all the requirements and conditions stated therein.

Seal and signature of bidder

[Sudhir Bhargava]
Chief General Manager [P]
BECL-Padva



Vendor registration form

A cancelled cheque is required to be submitted along with details as per format given below.

IF CHANGE OR DELETE , GIVE SAP VENDOR NO.	
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ACCOUNT GROUP			NATURE OF ACTIVITY	
Domestic Vendor	Z001		Vendor for Material	
Import Vendor	Z002		Vendor for Service	
One time Vendor	Z003		Vendor for Capital Goods	
Other FI Vendor	Z004		Vendor for Retention Money	
Plants as Vendor	Z005		Vendor for EMD	
Employee Vendor	Z006		Vendor For Others (Pls Specify)	

Vendor Detail			
Vendor Name			
Vendor Address			
City, Pin Code			
State		Payment Terms	
Nation		Contact Number	
Contact Name		Email ID	-



Purchase Order Address (if different from above)			
Vendor Address	NA		
City, ZIP Code		Currency	
State		Payment Terms	
Nation		Contact Number	
Contact Name		Email ID	

Bank Detail			
Bank Name		MICR Code	
Branch		IFSC Code	
Branch Address		Account No	
		Account Type	

BHAVNAGAR ENERGY COMPANY LIMITED2X250 MW LIGNITE BASED THERMAL POWER PROJECT
AT PADVA, TA.-GHOGHA,DIST.-BHAVNAGAR

TAX Detail	
PAN	
Service Tax No.	
Excise Registration No	
TDS Applicable	
Service Tax on Reverse Mechanism	

Requester		Date	
Approval		Date	

For Core-Team Use Only			
Date Received:		Date Completed:	
Vendor Number:		Core Team Sign:	

Signature of Contractor with Seal

[Sudhir Bhargava]
Chief General Manager [P],
BECL-Padva