

JKSPDCL

TENDER DOCUMENT
FOR
ANNUAL MAINTENANCE OF 3X150 MW
POWER HOUSE BHEP-1

SECTION –I

NOTICE INVITING TENDER
(GENERAL)

NOTICE INVITING TENDER

For and on behalf of the Managing Director, Jammu and Kashmir State Power Development Corporation, sealed tenders affixed with Revenue stamp worth Rs 5/- (Rupees five only) valid for 120 days from the date of receipt of the tenders are invited by the Executive Engineer, Generation Division, Power House, Baglihar Hydro Electric Project-1 Chanderkote from the experienced, registered contractors of appropriate class of PWD, CPWD ,MES, Railways and other PSU'S/Firms registered in India or abroad. The details of works are mentioned below:-

Package.	NAME OF WORK	EMD IN Rupees	COST OF DOCUMENT	PERIOD OF CONTRACT
1.	<p>Annual maintenance of Equipment installed at BHEP Stage 1 is to be carried out. The equipment include the following: <u>Power House:</u></p> <ul style="list-style-type: none"> • 3X150 MW Francis Turbines and Turbine associated equipment. • Hydraulic and Electronic Governors. • 3 nos. Main Inlet Valves. • Draft Tubes. • Cooling Water System. • Drainage/ Dewatering System. • Low Pressure compressed air system. • 3X168 MVA Synchronous Generators and associate equipment. • Excitation Equipment. • 10 no. 60 MVA Power Transformers. • Auxiliary and Excitation Transformers. • 16.5 kV bus duct. • 400kV system which includes 400kV Gas Insulated Substation, 6 no. 400kV cables and 12 no. 400kV terminations. • LV AC System. • MV AC System. • DC System which includes 2 no. 110v battery banks, 1 no. 48v battery bank, battery chargers, inverters and DC distribution boards. • Protection System. • SCADA and Control System. • PHY Equipment. • PLCC Equipment. • HVAC System. • Fire detection and protection system. • Plant communication and PAS. • 2 no. 150t cranes and 1 no. 5t crane. 	2% of quoted value	Rs 2000/-	25days for each machine and 75days for three machines

	<ul style="list-style-type: none"> • 1250 KVA Diesel Generator. • 2 no. Elevators. • Lighting System. 			
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(A)

This Tender Enquiry comprises following enclosed sections and Annexure which are to be construed as integral part of the same:

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|--|---------------|---------------|
| i) Instruction to Tenderer | : Section-I | } ENVELOPE-I |
| ii) General Conditions of Contract | : Section-II | |
| iii) Special conditions of contract | : Section-III | |
| iv) Detailed Technical specification
(Scope of Work along with drawing) | : Section-IV | |
| v) Price Schedules | : Section-V | } ENVELOPE-II |

(B) Sealed tenders under "Two Envelope System" as detailed in Section-I "Instruction to Tenderers" complete in all respects for the above subject package, are hereby invited. You are as such, requested to submit your most competitive offer in line with our tender specification.

(C) The bid shall be submitted by the bidder in two envelope system as per following:-

The Envelop No. I should have the following:-

- i. The cost of tender documents i.e. Rs2000./-, in the shape of demand draft (non-refundable) in favour of Chief Pay & Account Officer BHEP-I, Chanderkote payable at Chanderkote/Ramban in a separate envelope marked 'Cost of tender document'.
- ii. EMD (2% of quoted value) in the form of a Bank Draft in favour of Chief pay & Accounts officer BHEP-I, Chanderkote payable at Chanderkote/Ramban , failure to do so may prevent a Bid from being considered. Small Scale Units registered with the National Small Industries Corporation (NSIC) under their Single Point Registration Scheme for the stores/works are exempted from furnishing the EMD. They should furnish with the Bid a Photostat copy of the valid registration certificate/letter issued by NSIC in their favour, for the stores/works covered under this Bid document. No other bidders are exempted from furnishing bid security as mentioned above. EMD or NSIC is to be submitted in a separate envelope subscribed as "Earnest Money Deposited".
- iii. The following documents are to be enclosed in a separate envelope and subscribed as "Detail Technical Bid":-
 - a. Acceptance of Commercial Terms & conditions as per tender document.
 - b. Acceptance of detailed Technical specifications and scope of work.
 - c. Acceptance of un-priced price schedules as per scope of work as mentioned in the tender specification confirming that prices quoted are strictly as per the terms & conditions of the tender document.
 - d. Copies of necessary experience certificate of having successfully completed similar works (i.e. Capital/Annual/Major Overhauling of Hydro turbine)
 - e. Attested Copy of PAN card issued by the IT authority
 - f. Copy of latest IT return submitted in Income Tax Office..
 - g. Valid EPF Code issued from regional Provident Fund Commissioner.
 - h. List of skilled personnel along with their qualification and experience, Name of outside "Technical Expert" and his qualification & experience who will be available at least for 10 days during the work of the each unit.
 - i. Necessary proof of equipment/machinery and experienced manpower available with the bidder should be submitted along with the techno commercial bids.

Note:- Technical bids of only those bidders shall be opened who have submitted the requisite i) Cost of tender document ii) EMD or NSIC.

Envelope No.II:-

The envelope no.II i.e. financial bid comprising of schedule of quantities and prices dully filled in all respect and signed by the bidder shall be kept in this envelope and will be marked as financial bid.

Both the envelopes i.e. No.I & II shall be kept in a third envelope i.e. main envelope. The main envelope should be superscripted with 1) Name of work 2) Envelope No.I & II inside.

- i) "Price Bid" of only those Bidders shall be opened who have submitted the requisite documents as described in Envelope No.I and whose technical bids qualifies.
 - ii) The bidder should be capable to carrying out & complete the work independently. Subletting the work to any other party/firm/contractor shall liable to cancellation of award of work to the firm and forfeiture of EMD.
 - iii) As the courier service is not available in Baglihar Power Station, Chanderkote, it is advised that tenders should be sent through registered /speed post or by hand due to agitation in the state.
 - iv) Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.
 - v) Presently the Annual maintenance of three nos. units is to be carried out. The Annual maintenance of numbers of units can be decreased as per the discretion of Baglihar Power Station.
 - vi) Tender for the subject work shall be super scribed on the main envelop, will be received upto 15-09-2011 at 2.00 p.m.and will be opened on the same day at 2.00 p.m or any other subsequent date convenient to opening authority in the office of Chief Engineer(E),BHEP-I,Chanderkote in presence of contractors or their representative whose choose to remain present
1. The tenders shall be sold to registered contractors/Firms only on production of valid registration certificate, CST/GST Certificate & PAN/TIN No. Sale of tender documents starts on 18-08-2011 and closes on 10-09-2011 upto 4p.m..The tender documents duly filled sealed in an envelope and superscribed with the NIT No GD/PH/BHEP-1/ 03 of 2011,Dated:-16 -08-2011. and the name of work will be received upto 15-09-2011 at 2.00 p.m. and shall be opened on the same day or any other subsequent date convenient to opening authority.
 2. Applications for tender document should accompany Demand Draft (non refundable) of Rs. 2000/- in favour of the Chief & Pay and Account officer BHEP-I, Chanderkote towards the cost of tender document and Rs. 100/- extra (Non Refundable) if demanded by post. However the department shall not be responsible for any postal delay in this regard..
 3. The tenders received after prescribed date and time shall not be entertained. Envelope No. 1 of the tender containing all information as specified in para 3 (experience), 5 & 7 shall be opened on the due date at 2.00 PM or any other subsequent date convenient to opening authority in presence of tenderers or their authorized representatives who choose to be present. Envelope No. 2 containing price bids of those tenderers who qualify in technical bid shall be opened later on. The date and time of opening of envelope No. 2 shall be intimated separately.
 4. The tender documents super-scribed with the NIT No. and the name of work on the envelope shall be submitted in the office of Chief Engineer,(electric),BHEP-I Chanderkote in two envelope bids, first containing techno commercial bid along with poof of experience, EMD and cost of tender documents (Rs. 2000/-) if downloaded from the web-site and envelope should be superscribed as "**Techno commercial Bid**", and the second envelope shall contain price bid only and envelope should be superscribed as "**Price Bid**"
 5. The tenders not accompanied with Earnest Money Deposit shall be outrightly rejected. The EMD in the shape of demand draft in favour of Chief Pay & Account Officer, BHEP-I, Chanderkote payable at Chanderkote/Ramban will only be accepted. Small Scale Units registered with the National Small Industries Corporation (NSIC) under their Single Point Registration Scheme for the stores/works are exempted from furnishing the EMD. They should furnish with their bid a Photostat copy of the valid registration certificate/letter issued by NSIC in their favour, for the stores/works covered under this BID document. No other bidders are exempted from furnishing bid security (EMD) as above.
 6. The tenderers interested in purchasing tender documents should have valid EPF Registration Code No. Applications not accompanied with EPF code shall not be entertained and the successful tenderer shall have to submit the proof of valid EPF code No., in the office of Chief Engineer (Electrical). BHEP-I, Chanderkote before issue of letter of award in line with the letter No. DFFC/J/542-43 Dated 30/9/2005 & No:DPFC/J/3821 dated 7.7.06 received from the Deputy Provident fund Commissioner, Jammu.
 7. The successful tenderer will also ensure to obtain Labour licence from the office of the Regional Labour Commissioner (Central), Jammu in light of Hon'ble Supreme Court Judgment. A copy of licence be submitted to the Chief Engineer (Electrical) BHEP-1within 10 days from the date of award of work.
 8. It should be noted by the tenderer that in view of amendment to J&K Sales Tax Act 1962, the contractor are required to bear the Service Tax (Contract sales tax) and Service Tax as applicable will be deducted on the services provided by the Contractor.
 9. The successful Tenderer shall have to take Insurance cover of the labour to be engaged on the said work and necessary certificate shall be furnished to the Engineer I/C before start of work.
 10. The Corporation reserves the right to reject any or all tenders or to accept any tender without giving any reason.
 11. The Corporation reserves the right to cancel the NIT without refund of application fee (cost of tender document) without assigning any reason for such cancellation.

12. The entire bid document can also be downloaded from JKSPDC Website (www.jkspdc.nic.in) The interested parties who have downloaded the bid documents from JKSPDC. website shall submit the same along with non-refundable fee of Rs. 2000/ (Rupees Two Thousand only) towards the cost of bid documents as mentioned at Sl. No.2 above in the form of crossed demand draft favouring "Chief Pay & Accounts officer. BHEP-I, Chanderkote" payable at Chanderkote/Ramban. Tenderers who have downloaded the bid document from the website are also required to send confirmation with regard to their participation in the tender on or before the last date for sale of tender.
Any addition, deletion or editing of the downloaded Tender Document is strictly prohibited. If any alterations are observed/noticed at any stage, such Tenders are liable for outright rejection.
13. The quoted tender rates shall be valid for 120 days from the date of opening of tenders.
14. All the pages of documents and enclosures, specifically all the pages of Price Bids should be signed by the Bidder/Tenderer.
15. In case there is a holiday on any of the aforesaid dates, the next working day shall be considered for the above proceedings.
16. Undertaking for Micro, Small and Medium Enterprise as per annexure - II should be furnished along with Technical Bids.

Note: Mere issuance of bid document to prospective bidder shall not be construed that such a bidder automatically fulfills the prescribed eligibility criteria. Whether the bidder meets the specific eligibility criteria or not, shall be checked or ascertained on opening their technical bids and scrutinizing documentary evidences furnished by them along with their bids.

Copy to:

1. Managing Director JKSPDC Jammu for information.
2. Director Finance JKSPDC Srinagar for information.
3. Chief Engineer (Electric) Baglihar H.E. Project Chanderkote for information.
4. Chief Engineer (Civil) Baglihar H.E. Project Chanderkote for information.
5. Deputy Commissioner Ramban for information.
6. Superintending Engineer BHEP-I (E) Chanderkote for information,
7. Company Secretary JKSPDC for inf and uploading of the NIT on the official website of JKSPDC
8. Joint Director Information Jammu along with three copies of abbreviated NIT for its publication in two local leading Dailies and two leading National Dailies.
9. Distt. Information officer Ramban/ Doda for information and publishing in local leading papers.
10. Chief Pay & Account officer BHEP-1 Chanderkote for information.
11. Notice Board.
12. NIT File
13. T.O/H.A for inf

SECTION-II

INFORMATION AND INSTRUCTIONS FOR BIDDERS.

INFORMATION AND INSTRUCTIONS FOR TENDERERS:-

1. The details of works to be carried out and its scope are given in the terms and conditions of this document. Brief description of the Project where work is to be executed is also given. The tenderers are advised to study the same carefully before tendering and it shall be deemed that they have fully acquainted themselves with the same.
2. The tenderers in their own interest are also advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions and salient features of the project. The cost of visiting the site shall be at the tenderers own expense.
3. The Tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder:
 - (a) If the tender is submitted by an individual, it shall be signed by the proprietor above his name and full name of his firm with its current business address.
 - (b) If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (c) Tenders submitted by joint venture of two or more firms as partners shall comply with the following requirements:
 - I: The tenders and in case of successful tender, the agreement shall be Signed so as to legally binding on all partners.
 - II: One of the partners shall be nominated as being incharge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - III. The partner incharge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payments shall be done with the partner incharge.
 - IV. All partners of the joint venture shall be lailable jointly and severly for the execution of the contract in accordance with the contract terms.
 - V. A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.
 - (d) The tenderers shall in no case witness the declaration forms of one another. Failure to observe this condition shall render the tender of the tenderer as well as of those witnessing the tender liable for rejection
 - (e) Each tenderer shall submit only one tender either by himself or as a partner in a joint venture. A tenderer who submits or participates in more than one tender shall be disqualified.
 - (f) The tenderer shall bear all costs associated with the submission and preparation of its tender and the jkspdc will in no case be responsible or laiable for those costs regardless of the conduct or outcome of the tendering process.
 - (g) "Information relating to the examination, evaluation and comparision of tenders shall not be disclosed to the tenderers until the award to the successful tenderer has been announced.
 - (h) Any effort by a tenderer to influence the jkspdc processing of tenders or award descision shall result in the rejection of the tenderer's tender.

Pre-Qualification:-

4. The Contractor must have successfully completed, during last five years ending last day of month previous to the one in which applications are invited, two similar works for hydro power stations/any hydro power station for two years, of capacity not less than 300 MW.

NOTE: Similar work means erection, commissioning, operation, repair and maintenance, annual maintenance of hydroelectric power stations equipments i.e. turbines, generators, transformers, GIS ,outdoor switchyard etc and other auxiliary equipments of power house for capacity 100 MW or above per machine

The contractor shall furnish the details of the works executed to meet the qualification criteria and the copy of the proof of such experience/work done should be attached.

The successful bidder can obtain the O&M manual from the owner & based on this, the O&M activities are required to be performed for which the contractor shall prepare the schedules and get it accepted by the owner.

5. The tenderer shall furnish with his tender:-
 - I. **Techno-commercial (Envelope 1)**
 - (a) Complete Tender Document along with relevant information in schedules
 - (b) Relevant information on his capacity, Financial Resources like IT Returns for last three years, last years Balance Sheet, etc.
 - (c) Copy of proof of Experience / Work Done.
 - (d) PAN (Not applicable for Govt. Department/College/Institution).
 - (e) EPF code issued by RPFC.
 - (f) A list of skilled personnel with their qualifications & experience, whose services shall be deployed for the job should be attached with 'Technical Bid'.
 - (g) Cost of Tender (if Downloaded)
 - (h) EMD in the shape of demand draft in a separate sealed envelope superscribed with earnest money deposit.
 - II. **Price Bid (Envelope 2)**
6. Earnest Money Deposit specified in NIT must accompany each tender. This deposit shall be in the shape of Demand Draft in favour of Chief pay & Accounts officer **BHEP-I, Chanderkote payable at Chanderkote/Ramban** and sealed in a separate envelope superscribed with "earnest money deposit" and not indicating the amount .This envelope shall be opened at the time of opening of the commercial bid of the tenderer.
7. Tenders not accompanied by Earnest Money Deposit shall be rejected. If during the tender validity period, the tenderer withdraws his tender, the Earnest Money Deposit of such tenderer shall be forfeited.
8. The Earnest Money Deposit will be returned to the unsuccessful tenderers after allotment of the work to the successful tenderer.
9. The rates shall be written both in words and in figures. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail.
9. The Chief Engineer or his duly authorized representative will open the tenders in the presence of tenderers who may be present at the time. If any of the tenderer or his representative is present at the time of opening of tender, the Chief Engineer or his duly authorized representative will, on opening of the tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over his signatures. Such a list shall then be binding on the absentee tenderer.

10. The tenderers shall not be entitled during the period of validity of their offers, without the written consent of the Corporation, to revoke or withdraw their tenders or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Corporation in writing, the tenderer shall forfeit his earnest money paid along with tender.
11. The “Notice Inviting Tender”, “Information and Instructions for Tenderers” and “Details regarding Project and the Scheme” shall form part of the Tender Documents.

Executive Engineer
Generation Division
BHEP-I Chanderkote
Distt Ramban.

BAGLIHAR POWER STATION (450MW)

Introduction

The Baglihar Power Station (450 MW) is run of the river scheme on river Chenab near Chanderkote Distt. Ramban Of J&K State.. The H.Q of the project is located at Chanderkote 150 Kms from Jammu and 90 Kms from Udhampur (the nearest, Rail terminal). The road from Jammu to Chanderkote (150 Kms) on National Highway IA. Temperature during winter some times goes subzero. Snows in winter and rains are frequent from February to April. A branch of State Bank of India and J&K Bank are located at Ramban Town. The Ramban Town has the facilities of Electricity and Telephone.

TECHNICAL SPECIFICATIONS:

The contractor shall execute the whole and every part of the work in most standard and workman like manner both as regards materials and quality of work. The work shall be executed strictly in accordance with the standard specifications, OEM Manuals and to the satisfaction of Engineer Incharge

SCOPE OF WORK

Activity 'A'- Annual Maintenance (Electrical) of Baglihar Power Station.

A- SCOPE OF WORK FOR ANNUAL MAINTENANCE (ELECTRICAL) 2011-2012:

GENERATOR

Check the stator foundation for cracks or breaks. . In. Check the surface air coolers for cleanliness externally and internally. Inspection of the stator connection with sole plates and upper bracket. Inspection of the stator winding and its connections. . Inspection of the upper and lower air guides and all fastenings. Check the stator and frame for missing bolts, nuts, foreign materials, missing area of paint, dust, and rust, signs of movements or distortion. Check baffle and shroud condition. Check the Torque /Locking of core studs. . Clean the winding thoroughly with mineral turpentine oil, if required. Clean generator housing. Check the stator air (Ventilating) ducts for dirt and debris. Check Working of barrel heaters. Tighten heater terminal connections. Check earthling of stator body. Check air gap between stator and rotor and take measurements at top and bottom against each pole. Check IR value of windings. Check RTD's for proper functioning. Check main CT terminals for any looseness. Check main & neutral connections of stator. Inspection of rotor fasteners & other parts. . Inspection of rotor rim and wedging. Inspection of poles, field winding, winding and flexible connections, inter polar Wedges and their insulating wedges. Inspection of all the connection between poles and collector. Inspection of the brake ring and its fastening. Inspection and cleaning of the collector ring and brush system. Check the rim key for local fretting, broken or cracked welds. Check the tightness of pole keys and key retainers. Check connections from rotor to slip rings. Check the field cable supports and mounting clamps for security. Check the field cable electrical connections for security. Check the field insulation resistance with low voltage (500voltsDC) megger. Measure voltage drop per pole. Check the fire protection control system operation. Cleaning of panel, Tightening of all terminations, checking of PCBs, relays, contactors, Fuses for any burn out etc. Checking the functioning of different MCB& their auxiliary contacts for different faults. . General inspection of all temperature sensors. Inspection & tightening of all wiring connections at terminal block. Check and inspect of terminal boxes deluge/solenoid valve and spray nozzles. Inspection of connection of all grounding connections. Checking, connection tightening and cleaning of smoke detectors, short ckt. Isolators, sounder, flashing beacon etc. General inspection and cleaning of the system.

EXCITATION SYSTEM

Remove dust and dirt from cabinets and electrical components. Inspect excitation transformer thoroughly. Check foundation bolts of exciter fan. Check cooling fan motor lubrication. Check and tight all connections in field breaker cubicles. Inspect field circuit breaker contacts ,arc chutes etc. Inspect wiring for wear and burns or melted wire insulation. Inspect contacts on open contactors and relays. Discoloration and rough contact surfaces are normal. Check operation of all relays, contactors ,breakers; inspect contacts, check operation of all firing ,alarm and protection circuits. Check & clean thyristor bridges. Check inlet air filters and, if dirty replace/clean it . Check tightness of all connections and bolted joints. Check cables connecting slip rings and field winding. Checking and tightening of all the inter cell connectors. Application of petroleum gelly /Vaseline grease at battery bank. Measurement of cells voltage and specific gravity of each battery cell and topup of battery cells with distilled water /electrolyte if required. checking of battery fuse box, tightening of connections and cleaning with CRC. Cleaning up all the rectifier /inverter

equipments with insulating brush and vacuum cleaner. Checking and tightening of all internal control wiring joints ,power circuit joints and jumper connections. Checking of earthing connections. Checking of door locks, hinges etc. General inspection and cleaning of the system.

BRAKE,JACK & HP LUBRICATION

. visual inspection of brake and jack for any abnormality. Clean the brakes /liners etc to remove traces of oil etc. Check the brakes for adequate lining ,cleanliness, piston leakage and freedom of movement. Check the brake holding down bolts for security. Check the limit switch performance and adjust where necessary. Check brake system seals and O-rings for abrasions,nicks or wear. Check that the brake system sliding surfaces are well lubricated. Inspection of the jacking pump. Clean HP oil filter/strainer. Check the high pressure oil system for leaks ,cleanliness of the strainer ,proper switch operation. General inspection of the piping regarding tightness and support. General inspection and cleaning of the system.

CURRENT COLLECTION SYSTEM

Check brushes and brush gear fixing bolts. Cleaning of the collector system. Check the collector rings for excessive run-out ,wear, scratches or other abnormal conditions. Check for excessive amounts of carbon debris or other contaminants & clean as required. Check brush force and freedom of brush movement in the brush holder. Check for brush length,replace if required. Check the clearances between the brush boxes and the collectors.Reverse the collector ring polarity if required. General inspection and cleaning of the system.

GUIDE BEARING (Combined & upper Bearing)

Check the general external cleanliness of the all bearing housing. Check the cleanliness of the oil –to – water heat exchanger (coolers),externally and internally. Check cooler tubes for any leakage by pressurizing to a pressure slightly more than maximum expected working pressure. Check the bearing high/low oil level switches are indicating correctly and that alarms are functioning and properly calibrated. Testing of all alarm & trip circuits by simulating the conditions. Check RTDs for proper function . General inspection and cleaning of the system.

ELECTRICAL PANEL/CABINET

Checking of all indications on the panel. Cleaning of all dirt & dust ,general cleaning of panel .Checking all electrical connections for looseness or chopped wiring & tighten all connection and TBs. Checking all electrical connections for looseness or chopped wiring & tighten all connections and TBs. Checking all mounted components for signs of over heating & rectifies / replaces the same. Inspect & clean relays, contactors, switches , CB'S , etc for proper operations for any physical damage, replace if required. Clean & inspect every component electronic cards, relays etc. Testing all alarm / trip circuits by simulating the fault conditions . Checking of DC supply to the panels. General inspection and cleaning of the system.

GENERATOR TRANSFORMER

Take oil sample for laboratory analysis so as to check oil for appearance, dielectric strength ,water content ,neutralization value (total acidity) ,sediment and sludge dielectric dissipation factor ,specific resistance,interfacial tension,flash point & viscosity etc. Check /clean from dust and grease of wipe tank ,accessible bushing and accessories . Check all nuts & bolts. Replace all gaskets with the new ones,if required. Cleaning of transformer coolers and water pipes of the coolers. Check oil and cooling water flow indicators and its alarm/ trip setting. Check/clean/tighten conductor clamps of LV & neutral bushing. Take IR of winding & neutral earthing. Check electric connection fuses ,links & magnetizing current at 415 V. Check for and repair any leaks on the transformer, cooling pipe works and heat exchanger. Check oil circulating pumps for proper operation ,cleaning. Check Buchholz relay for mechanical inspection. Check and calibrate oil & winding temperature indicator. General inspection and cleaning of the system.

GAS INSULATED SWITCHGEAR

Inspect /clean housing & components. Check glands connections and terminals including disconnectors table links. Check absorber agent and hydraulic oil. Check surge arrestor. Check indications ,controls ,and alarm & trip circuits. Visual inspection for signs of corrosion. Check foundation and flange connection bolts of local control panels. Check CB modules for operation & tightness of bolts. Check lock nuts of disconnectors. Check all earth connectors. Lubrication of bearings of auxillary switches ,if required. Check /clean the main & support insulator of outdoor termination. Check earthing connection and top connection with regard to corrosion. Tighten and lubricate all loose bolts. Check earthing system. Check cable clamps for cracks and other defects. Visual inspection of the cables for any Mechanical damage or any leakage. Integrity of PVC cables (identification of location of PVC sheat fault). Check glands connections, terminals. Check indications ,control ,alarm & trip circuit by simulating the condition. Check pressure of all GIS compartment with permanent manometer. Check oil level in the tank (hydraulic mechanism). Visual inspection of oil condition. Clean oil tank and wash out filter of hydraulic tank. Inspect /clean housing & components. General inspection and cleaning of the system.

SST & UAT

Check bushing porcelain for any crack /breakage etc. Remove dirt/dust especially accumulation on insulating surfaces or those which tend to restrict air flow. Clean up of winding ,lead supports tap changing connections etc. Perform a visual inspection of coils ,wiring and monitoring equipment.. Check all temperature supervision equipment. Check all temperature supervision equipment circuits.. Measure IR between HV,LV coils and corve and between HV andLV coils. Check the tightness of power circuit connections. Visual inspection inside the terminal box to find out any abnormality like rust ,corrosion ,condensation ,sparking .Tightness of the connections ,vacuum &CRC cleaning. General inspection and cleaning of the system.

AC & DC BOARD

Cleaning of panels inside &outside ,removal of dust after drawing out all breakers . Applying Vaseline grease on all isolating ,fixed and moving contacts. Tightening of all internal control wiring joints ,power circuit joints and jumper connections . Checking of earthing connections ,door locks and hinges. Checking of inter locking circuits & relays . General inspection and cleaning of the system.

Activity 'B'- Annual Maintenance (Mechanical) of Baglihar Power Station.

Lowering of draft tube gate. Mechanical locking of miv.closing of cooling system valves (inlet & outlet).closing of miv –spiral casing bypass valve.opening of draft tube dewatering valve.opening of spiral dewatering valve.monitoring of draft tube & spiral casing dewatering.opening of draft tube and spiral casing man hole.dismantling and cleaning/repairing of cooling water system. Dismantling cleaning/repairing of cyclone separator, back flushing filter.dismantling and cleaning/repairing of shaft seal cooling system. Dismantling and cleaning/repairing of cyclone separator, flow regulating valve for shaft seal cooling water syatem.drainage of cgb oil and ugb oil. Complete cleaning of cgb and ugb oil tank. Cleaning and bolt tightening of cgb and ugb covers. Replacing of rubber gasket if required.filteration and dehumidification of cgb and ugb oil.dismantling of tgb oil chamber. Removing of old contaminated oil. Cleaning of tgb oil chamber. Inspection of turbine guide bearing pads, and maintenance if required. Reassembly of tgb and oil chamber and filling of new tgb oil.erection of runner inspection platform. Visual inspection of runner. Dp testing of runner blades, if required. Noting of runner blade thickness.inspection of draft tube and draft tube gate.repairing of epoxy paints of draft tube and spiral casing.erection of plateform for guidevane inspection, noting of guide vane clearances (gaps) and bedding gap. Adjustment of the same if required. Scaffolding reqd. For guide vane inspection has to be arranged by the contractor. noting of upper labyrinth gaps (inner and outer).cleaning of complete tgb pit, cleaning all hydraulic pipe trenches (at miv floor), outside cleaning of complete miv.oiling & greasing of miv limit switches and all the greasing points as per requirement. removal of runner inspection platform. closing of draft tube and spiral casing man hole.closing of draft tube dewatering valve. Opening of miv-spiral casing bypass valve. Opening of cooling system valves (inlet & outlet).removing mechanical lock of miv.lifting of draft tube gate and filling of draft tube.starting of unit.observation and adjustment if required of all the cooling water flows including shaft seal cooling water flow.

SECTION III

GENERAL CONDITIONS OF CONTRACT

CLAUSE 1 Definitions:-

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assign to them:

- i) Contract means the document forming the tender, acceptance thereof & the formal agreement executed between JKSPDC Ltd. and the Contractor, together with the documents referred to therein. Otherwise, it shall mean the Notice Inviting Tender, information and instructions for tenderer, tender (including the warranty "Schedule of quantities and prices" and other Schedule attached thereto). General conditions of the contract special conditions, if any, specifications designs, drawing and letter of award thereof.
- ii) Contract sum: means the amount arrived at by multiplying the quantities shown in the schedule of quantities and prices by the respective item rates as allowed.
- iii) Contractor : means the successful tenderer who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the contractors successors, executors, representatives or assigns approved by the Engineer-In- Charge.
- iv) Corporation: means JKSPDC Ltd. having its registered office at Hotel SHAW INN BOULEVARD SRINAGAR and includes therein legal representatives, successor and assigns.
- v) Day: mean a calendar day beginning and ending at mid night
- vi) Drawings: means the drawings referred to in the specification and / or appended with the tender document, any modifications of such drawing approved in writing by the Engineer –In-Charge and shall also include drawings issued for actual construction of the works from time to time by the Engineer –In-Charge.
- vii) Engineer-In-Charge: means the Engineering officer/Executive Engineer of Power House.
- viii) Chief Engineer: means the Chief Engineer of the Project
- ix) Letter of award: means letter from the Engineer-In-Charge conveying acceptance of the tender/ offer subject to such reservations as may have been stated therein.
- x) Month: means the calendar month.
- xi) Site: means the land and / or other places, on, under in or through which the works are to be executed including any other lands or places which may be allotted for the purpose of the contract.
- xii) Urgent works: means any urgent measures, which in the opinion of the Engineer –In-Charge, become necessary at the time of execution and / or during the progress of the work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of the work or which become necessary for security or for any other reason the Engineer-In-Charge may deem expedient.
- xiii) Week: means seven consecutive calendar days.
- xiv) Work or works: means work/ works to be executed in accordance with the contract.

CLAUSE 2 interpretations:

- 2.1 Words imparting the singular only shall also include the plural; He includes she and vice versa unless this is repugnant to the context.
- 2.2 Heading and marginal notes in these general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

CLAUSE 3 security deposit for performance:

- 3.2 To safeguard against any loss arising out of the contractor leaving the work any time and against default on the part of the contractor, a deduction to the extent of 10% of the amount due on the each running account bill will be made. The entire amount so withheld as security including earnest money to be adjusted as security in the final bill shall become refundable to the contractor after two months from the date of final measurements subject to "no demand certificate" being given by the Engineer-In-Charge.
- 3.3 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or any other account what so ever, may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sum which may be due or may become due to the contractor by the corporation on any account what so ever. Also in the event of the contractors security deposit being reduced by reasons of such deductions or sale as aforesaid, the contractor shall, with in fourteen days of receipt of notice of demand from the Engineer –In-Charge make good the deficit in his security deposit.
- 3.4 (a) Should there arise any occasion under the contract due to which the periods of validities of Bank Guarantees or the fixed deposit receipts, may have been furnished by the contractor from time to time are required to be extended/renewed, the contractor at his own cost shall get the validity periods of such guarantees, deposits as aforesaid extended/renewed as the case may be and furnished these to the Engineer-In-Charge one month before the expire date of the aforesaid guarantees / deposits receipts / originally furnished.
(b) In case of failure of the contractor to strictly comply with the aforesaid provisions on any account for what so ever reasons, the Engineer-In-Charge shall be at liberty, not withstanding any thing contained contrary to this in the contract to take such measures and actions, including but not restricting to the followings, as may be considered necessary by him under the circumstances to satisfy the provision of contract for having the required amount of securities at the relevant time.
- 3.5 i) To invoke the existing bank guarantee or
ii) to with hold the payment of the bills or other dues of the contractor arising out of the contract in such time the aggregate of the amount of such bills reaches of the level of the amount of the expired bank guarantee and / or the deficit in security deposit is made good or the contractor furnishes fresh bank guarantee, fixed deposit receipt, Government security.
- 3.6 Bank Guarantee bank drafts, Government securities, fixed deposit receipts as aforesaid shall be valid till the date of expiry of defects liability period under the contract(CLAUSE-)

CLAUSE 4: Refund of security deposit.

The security deposit less any amount due shall on demand be returned to the contractor on the expiry of defects liability period (referred in CLAUSE here of) or on payment of the amount of the final bill payable in accordance with CLAUSE ,which ever is later, provided the Engineer-In-Charge is satisfied that there is no outstanding against the contractor:

CLAUSE 5: Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of quantities and process which shall (except as otherwise provided in the contract), cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the work in accordance with the provisions of the contract and its maintenance during construction.

CLAUSE 6: Contract documents.

6.1 The language or languages in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language , the language according to which the contract is to be construed and interpreted shall be English and designated as the "ruling language ".

CLAUSE 7 Discrepancies and adjustments of errors:

7.1 Detailed drawing shall be followed in proforma to small scale drawing and figured dimensions in preference to scaled dimensions, In the case of discrepancy between the schedule of quantities and prices, the specifications and/ or the drawings, the following order of precedence shall be observed,

- a) Description in the schedule of quantities and prices,
- b) Relevant specifications and special conditions, if any.
- c) Drawings.
- d) General specifications.

7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-In-Charge and shall report in writing to the Engineer- in-Charge any discrepancy and inconsistency which he notes . The decision of the Engineer- in-Charge regarding the true intent and meaning of the drawings specification shall be final and binding upon the contractor

7.3 Any error in description, quantity or price in schedule of quantities and prices or any commission there from, shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligation under the contract.

7.4 If on check there are found to be difference between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and prices and general summary, the same shall be adjusted in accordance with the following rules:

- a) In the event of discrepancy between description in words and figures quoted by tenderer, the description in words shall prevail.
- b) In the event of an error occurring in the amount column of schedule of quantities and prices as a result of wrong multiplication of unit price and quantity, the unit price shall be regarded as firm multiplication shall be amended on the basis of price.
- c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- d) The totals of various sections of schedule of quantities and prices amended shall be carried over to the general summery and the tendered sum amended accordingly. The tendered sum to altered shall for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tendered.
- e) Any rounding off of quantities or in section of schedule of quantities and prices or in general summery by the tenderer shall be ignored

CLAUSE 8: Agreement

After the issue of award the authorised officer of the corporation shall prepare the agreement on stamped paper on the form annexed to herewith within 15 days. The contractor shall be furnished with a copy of executed agreement duly signed by the authorised officer of the corporation and contractor.

CLAUSE 9: Duties and powers of Engineer-In-Charge and his representative

9.1 The duties of the representative of the Engineer-In-Charge are to watch and supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works he shall have no authority to order any work involving any extra payment by the corporation not to make any variation in the works.

9.2 The Engineer-In-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-In-Charge and shall furnish to the contractor a copy of all such written delegations of powers and authorities. Any written instructions or written approval given by the representative of the Engineer-In-Charge to the contractor with in the terms of such delegation shall bind the contractor and corporation as though it has been by the Engineer-In-Charge.

9.3 Failure of the representative of the Engineer-In-Charge to disapprove any work or materials shall be with out prejudice to the power of the Engineer-In-Charge thereafter to disapprove such work or materials and to order the pulling down removal or breaking up thereof. The contractor shall, at his own expense again carry works as directed by the Engineer-In-Charge.

9.4 If the contractor is dissatisfied with any decision of the representative of the Engineer-In-Charge, he will be entitled to refer the matter to the Engineer-In-Charge who shall there upon confirm, reverse or very such decision and the decision of the Engineer-In-Charge in this regard shall be final and binding on the contractor.

CLAUSE 10:ASSIGNMENT AND SUB-LETTING

The contractor shall not sublet, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-In-Charge may at his discretion, approve and authorise the contractor to sublet any part of the work which in his opinion is not substantial, after the contractor submits to him in writing the details of the part of the works or trade proposed to be subleted, the name of the sub-contractor thereof together with his past experience in the said work / trade and the form of the proposed sub-contract. Nevertheless any such approval or authorisation by the Engineer-In-Charge shall not relieve the contractor from his any or all liabilities / obligations,

duties and responsibilities under the contract the contractor shall also be fully responsible to the corporation for all at the acts and commission of the sub contractor his employees and agents or persons directly employed by the contractor. However, the employment of price rate workers shall not be construed as sub letting.

CLAUSE 11: FACILITIES TO OTHER CONTRACTORS.

The contractor shall, in accordance with the requirement of the work as decided by the Engineer-In-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contract and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site for execution of any work not included in the contract or of any contract which the corporation may enter in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-In-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

CLAUSE 12: CHANGES IN CONSTITUTION

Where the contractor is partnership firm, prior approval in writing of the Engineer-In-Charge shall be obtained before any changes in the constitution of the firm where the contractor is an individual, such approval, as aforesaid, shall like wise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work under taken by the contractor if prior approval as aforesaid is not obtained, the contractor shall be deemed to have been assigned in contravention of CLAUSE 36 hereof and the same action will be taken and same consequence shall ensure as provided for in the said CLAUSE 36.

CLAUSE :13 USE AND CARE OF SITE (Deleted)

CLAUSE 14 : COMMENCEMENT OF WORK

- 14.1 The contractor shall commence the work(s) within 10(ten) days after the issues of letter of award and shall proceed with the same with the expedition and without delay as may be expressly sanction order by the Engineer-In-Charge. If the contractor commits default in the commencement of the work as aforesaid, the Engineer-In-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money.
- 14.2 The contractor shall strictly adhere to the Maintenance schedule (Daily,Weekly,Monthly,HalfYearly) as provided by the OEM & accepted by the owner
- 14.3 The contractor shall submit along with his tender, the Maintt planning phasing and sequence of Maintt time and progress chart within the frame work of Maintt schedule for achieving the completion targets of work(s) as whole and also of each group/sub-group of work(s) stipulated in schedule showing the order or procedure and statement showing the method and techniques of Maintt by which the contractor proposes to carryout the work. Such charts or program me shall be prepared in direct relation to the Maintt schedule as well as the time stated the contract document for completion of items of works stipulated in schedule it shall indicate the commencement and completion of various trades of the work, distribution and balancing of work load pertaining to Maintenance activities in various structures/component part of work into working season duly taking into account working months, available in each working seasons and number or working days available for working months, to arrive at seasonal monthly average and seasonal monthly peak progress with corresponding time periods. Such planning will be discussed and finally agreed with successful tenderer before award of work and same shall form an integral part of agreement.
- Contractor shall have to strictly adhere to such an agreed planning and scheduling. However, it shall not relieve the contractor of any of his duties, obligations or responsibilities under the contract.

CLAUSE 15: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS ETC.

- 15.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in strict conformity with the specification laid down or as may be laid down by the Engineer-In-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings, specifications and instructions in writing in respect of the work, dully signed by the Engineer-In-Charge as may be issued from time to time.
- 15.2 The contractor shall be entitled to receive, on demand, one copy of the contract documents at the rate at which original Notice Inviting Tender was sold to him.
- Such further drawings, explanations, modifications and instructions, as the Engineer-In-Charge may issue to the contractor from time to time in respect of Maintenance work, shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly.
- 15.3 All instructions and orders in respect of the work shall be given by the Engineer-In-Charge as soon as practicable without loss of time. Only such written instructions shall be deemed to be valid.

CLAUSE 16: SETTING OUT THE WORKS(Deleted).

CLAUSE 17: URGENT WORKS

If any urgent work (in respect whereof the decision of the Engineer-In-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed.

CLAUSE 18: DEVIATIONS(Deletd)

CLAUSE 19 : CONTRACTOR'S SUPERVISION

- 19.1 The contractor shall either himself supervise the execution of the work or shall appoint at his own expense, an Engineer as his accredited agent approved by the Engineer-In-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instructions or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall superintend the execution of the work with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-In-Charge or authorized representative directions/instructions given by the Engineer-In-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.
- 19.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-In-Charge the Engineer-In-Charge shall have full powers to suspend the execution of the work until such dates as a suitable agent is appointed by

the contractor and takes over the supervision of the work. For and such suspension, the contractor shall be held responsible for delay so caused to the works.

CLAUSE 20: INSTRUCTIONS AND NOTICES

- 20.1 Except as otherwise provided in this contract all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any office for the being entrusted with the functions, duties and powers of the Engineer-in-charge.
- 20.2 All instructions, notices and communication etc. under the contract shall be given to in writing and any such oral orders/instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 20.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorised agent, or left at, or posted to the address given by the contractor or his authorised agent or the last known place of above or business of the contractor or his agent in case of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 20.4 The Engineer-in-charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a "work site order Book" maintained in the office of the Site Engineer and the contractor or his authorised representative shall confirm receipt of such instructions by assigning the relevant entries in his book. If required by the contractor, he shall be furnished a certified true copy of such instruction(s).

CLAUSE 21: PATENTS RIGHTS

The contractor shall indemnify the Corporation, its representatives or its employees against any action claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights & shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof in clouded in the contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or the employee of the Corporation in respect of any such matter as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific the action issued by the Corporation, but the contractor shall pay any royalties or other charges payable in respect of any such use, amount so paid being reversed to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.

CLAUSE 22: MATERIALS

- 22.1 The contractor shall at his own expense provide/arrange all materials required for the bonafide use on work under the contract and also for initial mobilization, preliminary enabling and ancillary works,
- 22.2 All material to be provided by the contractor shall in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples , at his cost, of the material as may be specified by the Engineer-in-charge for approval before use in the works. The Engineer-in-charge shall also have powers to have such tests in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of material consumed in such tests and also expenses incurred thereon shall be born by the contractor in all the cases accept with the material is agreed to be supplied by the corporation under contract, and also where such tests are in addition to those provided in the contract disclosed that the materials are in conformity with the provision of the contract.
- 22.3 The Engineer-in-charge or his representative shall be entitled at any time to inspect and examine any material in tended to be used in or in the works; either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated ,manufactured or at any place where they are laying or from these are being obtained. For this purpose, the contractor shall afford such facilities as may be required for such inspections and examination.
- 22.4 The Engineer-in-charge shall have full powers to require removal of any or all materials brought to site by the contractor which are not in accordance with the contract specifications, or samples approved by him. Should the contractor fail to remove the rejected materials, the Engineer-in-charge shall be at liberty to have them removed by other means at the contractor's cost. The Engineer-in-charge shall have full powers to procure other proper materials to be submitted at contractor's cost.
- 22.5 It is a prime responsibility of the contractor to arrange for all the materials. The Engineer-in-charge may, however, assist the contractor, on request procurement of HSD, petrol ,lubricants for bonafide use on works from recognized suppliers .

CLAUSE 23: SUPPLY OF WATER FOR MAINTENANCE PURPOSE.

The JKSPDC shall make arrangements of power required for and water in connection with the Maintenance work at site.

CLAUSE 24: WATCHING AND LIGHTING

The contractor shall provide and maintain at his expense all lights guards, fencing and watching when and where necessary or as required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

CLAUSE 25: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 25.1 Subject to any provisions to the contrary contained in the contract, none of the work shall be carried out during Sundays or holidays without the permission in writing of the Engineer-in-charge. However, when work is un-avoidable or necessary for safety of life, property or Maintt works, the contractor shall take necessary action immediately & advise the Engineer-in-charge accordingly.
- 25.2 The Engineer –in-charge may, however direct the contractor that the work may be carried out on holidays, Sundays and/ or extra shifts to ensure completion of works under the contract as scheduled.

CLAUSE 26: SITE DRAINAGE, PROTECTION OF TREES & PREVENTION OF NUISANCE:

- 26.1 Unless otherwise provided in the contract, water which may accumulate on the site during the progress of work or in trenches and excavations from any cause or source what so ever shall be removed from the site by the contractor to the satisfaction of the Engineer-in-charge and at the contractor's expense.
- 26.2 The contractor shall at no time, cause or permit any nuisance on the site or cause or cause any thing which shall cause un-necessary disturbance or inconvenience to the public in general & owners /tenants /occupants of adjacent properties .

CLAUSE 27: LABOUR:

- 27.1 The Contractor shall employ labour in sufficient numbers to maintain the required rates of progress and of quantity to ensure workmanship of the degree specified in contract & to the satisfaction of the Engineer-in-charge. The contractors not employ in connection with the works any person who has not completed 18 years of age.
- 27.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-charge distribution return of the number & description by trades of the work of people employed on the works. The contractor shall also submit on the 4th and 9th of every month to the Engineer-in-charge a true statement showing in respect of the 2nd half of the proceeding month and the 1st half of the current month.
- i). The accidents that accrued during the said fortnight showing the circumstances under which they happened and the extent of damage & injury caused by them ,
- ii). The number of female workers who have been allowed maternity benefit as provided in the maternity benefit act 1961 or rules made their under and the amount paid to them.
- 27.3 The contractor shall pay to labour employed by him either directly or through sub contractor comply with or cause to be complied with the contract labour (Regulations and Abolition) Act 1970 with general rule format there under and amendments made from time to time.
- 27.4 The contractor shall in respect of labour employed by him directly or through sub. Contractors comply with or cause to be complied with the contract labor (Regulations and Abolition) Act 1970 & Rules format there under in regards to all matters provided therein.
- 27.5 The contractor shall comply with the provisions of all the Acts , Laws any Regulations or Bye Laws of any local or other statutory authority applicable in relation to the execution of the works such as :-
- i). Payment of wages act 1936 (amended)
- ii). Minimum wages act 1948 (amended)
- iii). The contract labour (regulations and abolition) act 1970 with rules framed there under as amended.
- iv). Workmen compensation act 1923 as amended by amendment act No. 65 of 1976.
- v). Employer's liability act 1938 (Amended)
- vi). Maternity benefit act 1961 (amended)
- vii). The industrial (standing orders) act 1946 (amended)
- viii). The industrial dispute act 1947 (amended)
- ix). Payment of bonus act 1965 & amendment act no.43 of 1977 & no. 48 of 1978 & any amendments thereof.
- X). The personal injuries (compensation Insurance) act 1963 & any modification thereof, and rules made thereunder from time to time.
- The contractor shall take into account all the above said financial liabilities in his quoted rates & nothing extra , whatsoever, shall be payable to him on this account.
- 27.6 The contractor shall liable to pay him contribution to the state insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provisions of the employees states insurance act 1948 as amended from time to time , in case the contractor fails to submit full detail of his account of labour employed and the contribution, payable, the Engineer-in-charge shall recover from the running bills of the contractor an amount of contribution as assessed by him .The amount so recovered shall be adjusted against the actual contribution payable for employees state insurance.
- 27.7 The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the contract labour (regulation & abolition) act & rules or own in this capacity as principal employer, have the power to deduct from the amount due to the contractor any some required or estimated to be required for making good the loss suffered by worker(s) by reason on non-fulfillment of the conditions of the contract for the benefits of workers. Non-payment of wages or of deductions made from him for wages which are not justified by the terms of the contract or non-observance of the said act and rules framed thereunder with amendments made from time to time.
- 27.8 The contractor shall indemnify the corporation against any payment to be made under and for observance of the regulations, law, rules as stipulated in CLAUSE 27.5 above without prejudice to his right to claim indemnify from his sub contractors . In the event of the contractors failure to comply with the provisions of all the acts/laws stipulated in the CLAUSE 27.5 or in event of decree or award of order against the contractor having been received from the competent authority on account of default or breach or in connection with any of the provisions of the act/law/rules amended in sub CLAUSE 27.5 above, the Engineer-in-charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such or sums from the bills of the contractor or from his security deposit or other payment due under this contract or any other contract to satisfy within reasonable time the provisions of the various act/law/codes as mentioned under sub CLAUSE 27.5 above, on the part of the contractor under the contract on behalf of and at the expanse of the contractor and make payment and/or provide amenities facilities/services accordingly. In this regard the decision of the Engineer-in-charge shall be conclusive & binding on the contractors.
- 27.9 In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour (Regulation and Abolition) Act and Rules as amended from time to time furnishing and information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the report of the Inspecting Officers as defined in the relevant Acts and Rules as referred in CLAUSE 27.5 above, the contractor shall without prejudice to any other liability pay to Corporation a sum not exceeding Rs.50/- (Rupees fifty only) as liquidated damages for every default, breach or furnishing. Making submitting filling materially incorrect statement as may be fixed by the Engineer-in- charge and in the event of the contractors default in continuing in this respect liquidation damages may be enhanced to RS 50/= per day for each day of default subject to

a maximum of five per cent of the estimated cost of the work put to tender, The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and credit to same to the warfare fund constituted under the regulations, the decision of Engineer- in- charge in this respect shall be final and binding.

- 27.10 The contractor shall at his own expense with or cause to be complied with the provisions/rules provided for warfare and health of contract labour in the contract labour (regulations and abolition's) act and other relevant acts and rules framed thereunder or any other instruction issued by corporation in this regard for the protection of health for making sanitary arrangements for workers employed directly or indirectly on the works, In case the contractor fails to make arrangements as aforesaid, The Engineer- in-charge shall be entitled to do so and recover the cost thereof from the contractor.
- 27.11 The contractor shall at his own expense arrange for the safety provisions as laid down in safety manual of corporation as required by the Engineer-in-charge in request of all labour directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith in case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor. But this will absolve the contractor of his responsibility or other wise thereof.
- 27.12 failure to comply with provisions/rules made for welfare and health of contract labour" safety manual, or the provisions relating to report on accidents and grant of maternity benefit to female workers all the relevant acts/rules referred in CLAUSE 29.5 above shall make contractor liable to pay to the corporation as liquidated damages an amount not exceeding Rs.50/-for each default or materially in correct statement. The decision of the Engineer-in-charge in such matters based on reports from the inspecting officers as defined in the relevant acts and rules as referred in CLAUSE 27.5 above shall be final and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury disability or death of any workmen in or about the work employed by the contractor either directly or through his sub- contractor, contractor shall at all times indemnify and save harmless the corporation against all claims, damages and compensations under the workmen compensation act.1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs charges and expenses of any smooth action by proceeding arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. Decree or order is passed against the contractor for recovery of any compensation under the workmen compensation act 1923 for any injury, disability or death of workmen by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the corporation towards fulfillment of the said degree, award or orders.
- 27.13 provided always that the contractor shall have no right to demand payments/ claims whatsoever on account of the compliance with his obligations under this CLAUSE and labour regulations expect those Specifically mentioned in the CLAUSE 46 pertaining to price adjustment /variation.

CLAUSE 28: REMOVAL OF CONTRACTOR,S MEN.The contractor shall employ on the execution of the work only such person as or skilled and experienced in their respective trades and the Engineer-In-Charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor on the execution of the work who, in the opinion of the Engineer-In-Charge mis- conducts himself or is in- competent or negligent in the proper performance of his duties . The contractor shall forth- with comply with such requisition and such person shall not be again employed upon the works with- out permission of the Engineer-In-Charge.

CLAUSE 29: MATERIAL OBTAINED FROM EXECUTION AND TREASURE,

- 29.1 Materials of any kind obtained from execution on the site shall remain in property of the corporation and shall be disposed off as directed by the Engineer-In-Charge.
- 29.2 However if any of the materials thus obtained fom execution on the site is such as can be used in the execution of the work under the contractor, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the corporation shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-In-Charge.
- 29.3 Fossils, coins, articles of value structures other remains or things of geological archeological interest discovered on the site shall be absolute property of the corporation. The contractor shall take reasonable precautions to prevent his labour or any other person form removing or damaging any such article or thing and shall immediately upon the discovery thereof and before removal acquaint the Engineer-In-Charges with such discovery and carry out the Engineer-In-Charges directions as to the disposal of the same at the expense of the corporation

CLAUSE 30 FORCE MAJEURE.

- 30.1 The term' " force majeure shall herein means riots (other than by the contractors employees), civil commotion(to the extent not insurable) war (whether declare or not), invention, act of foreign enemies, hostilities civil war rebellion, revolution, insurrection military or usurped power, damage from aircrafts, nuclear fission, acts of god, such as earthquake (above seven magnitude on Richter scale, lightning, unprecedented floods, fire not caused by the contractor negligence and other such causes over which the contractor has no control and are expected as such by the Engineer-In-Charge who's decision shall be final and binding. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by then under this contract, the relative obligation of the party effected by such force majeure shall be treated as suspended for the period during which such force majeure causes last, provided the party alleging that it has been rendered unable aforesaid there by shall notified within ten days alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cases.
- 30.2 On the occurrence of force majeure the liability of either party shall be dealt with in accordance with the provisions of the sub CLAUSE 32.2.
- 30.3 Should there be request for extension of time arising out of force majeure the same shall be considered in accordance with CLAUSE 37.

CLAUSE 31 LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTION AND RECTFICATION THERE OF.

- 31.1 If the contractor or his labour or sub contractor injure destroy or damage fence enclosures, water pipe, cables ,Equipments and structures , building, drain, electricity or telephone wires, in the area in which they may be working or in the areas continues to the premises on which the work or any part of it is being executed or if any

damage is caused during the progress of work the contractor shall on receipt of notice in writing in that behalf from the Engineer-In-Charge, make the same good at his costs.

- 31.2 If it appears to the Engineer-In-Charge or his representative at any time, during Maintenance or prior to the expiry of the defects liability period as specified in schedule that any work has been executed with un-sound imperfect or unskilled workmanship or that any material or article provided by the contractor for execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, or that any defect shrinkage or other defaulters found in the work arising out of defective or in proper materials or workmanship, the contractor shall upon receipt of notice in writing in that behalf from the Engineer-In-Charge or representative, forthwith rectify or remove and re-do the work so specified in whole or in part, as the case may be, and /or remove the materials / articles so specified and provide other proper and suitable materials at his expense.

CLAUSE 32 CONTRACTORS LIABILITY AND INSURANCE

- 32.1 From commencement to completion of the works as a whole the contractor shall take full responsibility for the care there of and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the corporation plant equipment and material (hired or issued to the contractor) shall be in good order and condition and in conformity in every respect with the requirements of the contract and instruction of the Engineer-In-Charge/ representative.
- 32.2 I) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of force majeure to the works or any part thereof or to any material or article at site but not incorporated in the works or to any persons or any- thing or material what so ever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims or compensations of the third party also. ii) Provided, however in an eventuality as mentioned in sub CLAUSE 32.2 (I) above , the following provision shall also have effect.
- a) The contractor shall as may be directed in writing by the Engineer-In-Charge with the erection & completion of the work under and in accordance with the provision and condition of the contract. And
- b) The contractor shall, as may be directed in writing by the Engineer-in-charge re executes the work lost or damaged. Remove from the site any debris and so much of the work as shall have been damaged and carry the corporation's store. The cost of such re execution of the works, removal of damaged works and carrying of corporations store shall be ascertained in the same manner, as for deviations and this shall be added to the contract sum.
- Provided always that the contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on this art to perform obligation under the contract or not taking precaution to prevent loss or damage or minimize the amount of such loss or damage. Final assessment of loss or damage shall be decided by the Engineer-In-Charge and decision shall be final and binding.
- 32.3 the contractor shall indemnify the corporation against all losses and claims for death, injuries or damages to any person or any property what so ever which may arise out of or in consequence of the construction maintenance of work during the contract period and also against all claims, demands proceedings damages and expenses what so ever in respect of or interrelation thereto, and such liabilities shall include claims /compensations of the third party.
- 32.4 a) before commencing execution of the work the contractor shall without in any way limiting his obligations and responsibilities under this concision any damage loss or injury which may occur to any property (excluding that of the corporation but including the corporation building rented by the contractor wholly or in part and any part of which is used by him for storing (combustible materials) public liability by arising out of carrying out of the contract. For this purpose, the contractor shall take out pay all costs and maintain through out the period of his contract, public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less then RS. 100000 for one person and RS. 200000 for each accident.
- ii) Property liability limits for each accident not less then RS. 100000.
- b) The contractor shall prove to the Engineer-In-Charge from time to time that he has taken out all the insurance polices refered to above and has paid the necessary premiums for keeping the polices alive till expiry of defects liability period.
- c) The contractor shall ensure that similar insurance policies are taken out by sub contractor (if any and shall be responsible for any claims or losses to the corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub contractor (if any) as the case may be, the relevant policy or policies and premium receipt as and when required by the Engineer-In-Charge.
- 32.5 if the contractor and / or his sub contractor(if any) shall fail to effect and keep in force the insure refered to above or any other insurance which he / they may be required to effect under the terms of the contract then and in any such case the corporation may, without being bound to effect to keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the corporation from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.
- 32.6 The contractor shall at his own expenses arrange for the safety provisions laid down in safety manual of the corporation in respect of the work covered under this contract. In case, the contractor fails to comply with the provision of the safety manual the Engineer-In-Charge shall be entitled to and make the necessary arrangements at the risk and the cost of the contractor. This , will, however not absolve the contractor of his over all responsibility to execute the work under the contract.

CLAUSE 33 SUSPENSION OF WORK

- 33.1 The contractor shall on the order of the Engineer-In-Charge suspend the progress of the works or any part thereof for such time to time and in such manner as the Engineer-In-Charge may considered necessary and shall during such suspension properly protected and insure the works so for as is necessary in the opinion of the Engineer-In-Charge if such suspension is.
- a) Provided for in the contract, or

- b) Necessary for the proper execution of the work or by reason of work or by reason what so ever condition are by some default on the part of the contractor, or
- c) Necessary for safety of the works or any part thereof. The contractor shall not be entitled to extra costs (if any) incurred by him during the period suspension of work, but in the event of any suspension ordered by the Engineer-In-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days the contractor shall be entitled to such extension of time for completion of the work as the Engineer-In-Charge may consider proper having regard to the period or periods of such suspensions and of such compensation as the Engineer-In-Charge may consider reasonable in respect of salaries of wages paid by the contractor to his employee during the period or such suspension.

33.2 if the progress of the work or any part thereof is suspended on the order of Engineer-In-Charge for more than 3 months at a time the contractor may serve a written on the Engineer-In-Charge requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard which progress is suspended and if such permission is not granted with in that time the contractor by a further notice so served may (but it is not bound to) elect to treat the suspension where it affects part only of the works and as commission of such part or where it effects the whole of the work as and abandonment of the contract by the corporation.

CLAUSE 34 FORCE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION SCOPE OF WORK.

If at any time after acceptance of the tender the corporation decides to abandon or reduce the scope of the works for reason what so ever and hence does not require the whole or any part of the works to be carried out, the chief engineer/Engineer-In-Charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or other wise what so ever , on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the forceclosures of the whole or part of the works.

34.1 The contractor shall be paid at contract rates for full amount of the works executed at site and, in addition, a reasonable amount as certified by the Engineer-In-Charge for the items which could not be utilized on the work to the full extent because of the forceclosures.

- a) Any aspect nature incurred on preliminary works.
- b) I) the corporation shall have the option to take over contractors materials for any part thereof, either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for in corporation in or incidental to the work), provided, however, the corporation shall be bound to take over the material or such portions thereof as the contractor does not desire to retain. The cost shall however take In to account purchase price cost of transportation and deterioration or damage which may have been caused to material whilst in the custody of the contractor.
- iii) for contractors materials not retained by the corporation, reasonable cost of transporting such materials from site to contractors permanent stores or to his other works which ever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- C if any materials supplied by the corporation are rendered surplus, the same except normal wastage shall be retained by the contractor at rates not exceeding those at which these were originally issued less allowance for any deterioration of damage which may have been caused while the materials were in the custody of the contractor.
- D Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

34.2 The contractor shall, if required by the Engineer-In Charge furnish to him books of accounts, wage books ,time sheets,monthly consumption statement of consumables and spares etc. duly certified by the representative/site incharge and other relevant as may be necessary to enable him to certify the reasonable amount payable under this condition.

CLAUSE 35 TERMINATION OF CONTRACT ON DEATH.

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the contractor is a partnership concern and one of the partner dies then unless the Engineer-In Charge is satisfied that the legal representative of the individual contractor or of the proprietary concern and In the case of partnership, the surviving partner or capable of carrying out and completing the contract, the Engineer-In Charge shall be entitled to terminate the contract as to its incomplete part without the calculation being in any way liable to payment any compensation what so ever or any account to the estate of the deceased contractor and / or to the surviving partners of the contractors firm on account of termination of the contract. The decision of Engineer-In Charge that the representative of the deceased contractor the surviving partners of the contractors firm cannot carry out and complete the work under the contract shall be final and binding on the parties. I the event of such termination , the corporation shall not hold the estate of the deceased contractor and / or the surviving partners of the contractors firm liable for damage for not completing the contract. Provided that the powers of the Engineer-In Charge of such termination of the contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

CLAUSE 36 DEFAULT BY THE CONTRACTOR AND TERMINATION CONTRACT IN FULL OR IN PART.

36.1 If the contractor:

- i) Commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him on that behalf by the Engineer-In Charge ; or
- ii) Fails to complete the works or any items of works with in the time specified in schedule or any extended time under the contract and does not complete the works or any item of works within the period specified in a notice given in the writing in that behalf by the Engineer-In Charge; or
- iii) Shall offer or give or agree to give to any person in corporation service or to any other person on his behalf any gift or consideration of kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the corporation.; or

- iv) Shall obtained a contract with the corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- v) Being an individual, or if a firm any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefits of his creditors or purport as to do or if any application be made under any insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- vi) Being an company shall pass a resolution or the court shall make an order for the liquidation of its affairs for a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall arise which entitled the court or debenture holders to appoint a receiver on manager; or
- vii) Shall suffer and execution in an execution being levied on his goods.
- viii) Assigns transfers, sublets (in engagement of labour on a piece -work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer for sub-let the entire works or any portion thereof without the prior written approval of the Engineer-In Charge. The Engineer-In Charge shall have powers to terminate the contact in full or in part as aforesaid without prejudice to any other right or remedy it shall have accrued or shall accrue of which cancellation notice in writing to the contractor under the hand of the Engineer-In Charge shall be conclusive evidence.

36.2 The Engineer-In Charge shall on such termination of the contract have powers (i) to take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary. Enabling and ancillary works and

Also to take materials constructional plant equipment, implements stores, structures etc. thereon the Engineer-In Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor in such a case, the value of the work done through such agencies shall be credited to the contractor at his contract price and the contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub CLAUSE 36.4 hereunder.

36.3 on termination of the contract in full or in part, the Engineer-In Charge may direct that a part of whole of such plant equipment and materials, structures be removed from the site of the work as well as from the land / premises allotted to the contractor for his preliminary, enabling and ancillary works, within a stipulated period. If the contractor shall fail to do so within the period specified in a notice in writing by the Engineer-In Charge, the Engineer-In Charge may cause them to be sold holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amount under the contract.

36.4 if the expenses incurred or to be incurred by the corporation for carrying out and completing the incomplete work or part of the same as certified by the Engineer-In Charge are in excess of the value of the work credit / to the contractor the difference be paid by the contractor to the corporation. If the contractor fails to pay such amount as aforesaid within 30 days of receipt of notice in writing from the Engineer-In Charge shall be empowered to recover such amount from any sum due to the contractor or any account under this or any other contract or from his security deposit or otherwise.

36.5 Also the Engineer-In Charge shall have the right to sell any or all of the contractors' unused materials. Constructional plant, equipment, implements temporary buildings / structures etc. and apply the proceeds of sale there of towards the satisfaction of any sum due from the contractor under the contract and if thereafter there may an balance out standing from the contractor the Engineer-In Charge shall have powers to recover the same in accordance with the provisions of the contract.

36.6 All decisions / actions of the Engineer-In Charge under this CLAUSE, as aforesaid shall be conclusive and binding on the contractor.

CLAUSE 37 COMPLETION TIME AND EXTENSION

37.1 Time allowed for execution of the work as specified in schedule or the extended time, if any, in accordance with these conditions shall be essence of the contract.

37.2 However, if the work is delayed on account of ;

- (i) Increase in the quantity of work to be done under the contract as per CLAUSE 18 ;or
- (ii) Suspension of work per CLAUSE 33 ;or
- (iii) Rebuilding of work ; or
- (iv) Force majeure; or
- (v) Any other cause which is, in absolute discretion of the Engineer-In Charge is beyond the contractors control.

Then immediately upon the happening of any such event as aforesaid the contractor shall inform the Engineer-In Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The contractor shall also request, in writing, for extension of time to which he may consider himself eligible under the contract, with in 14 days of the date of happening of any such events as indicated above.

37.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-In Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its executions during the period of extension. Provided in the event of non receipt of a request for such extensions from the contractor for reason what so ever the Engineer-In Charge may at his sole discretion and with due regard to the event grant, fair and reasonable extension of time suo moto.

Such extension, if admissible shall be communicated to the contractor by the engineer-in-charge in writing within one month of the date of receipt of such request within one month of the occurrence of the event, but in any case before expiry of the contract period.

CLAUSE 38 COMPENSATION FOR DELAY.

- 38.1 If the contractor fails to complete all items of work and fails to comply with the clause completion time, the contractor shall pay delay damages to the owner for this default, the delay damages shall be at the rate of 5% of the contract value. These damages shall not relieve the contractor from his obligations to complete the assignment or from other responsibilities, which he may have under the contract

CLAUSE 39 INSPECTION AND APPROVAL.

- 39.1 All works in embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-In Charge or his authorized representative when each stage is ready. In default of such notice the Engineer-In Charge shall be entitled to appraise the quality extent thereof and the decision of the Engineer-In Charge in this regard shall be final and binding.
- 39.2 No work shall be covered or put out of view without the approval of the Engineer-In Charge or his authorized representative and the contractor shall afford full opportunity for examination before maintenance work is placed thereon the contractor shall have due notice to the Engineer-In Charge or his authorized representative whenever any such work is ready for examination and the Engineer-In Charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advise the contractor accordingly, examine and measure such work. In the event of the failure of the contractor to give such notice, he shall, if required by the Engineer-In Charge uncover such work at the contractors expenses.
- 39.3 The Engineer-In Charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall have such facilities as may be required for such inspection examination.
- 39.4 The contractor shall uncover any part of works and/or mark opening in or through the same as the Engineer-In Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-In Charge if any such part has been covered up out of view after being approved by the site engineer and is subsequently found, on uncovering to be executed in accordance with the contract. The expense of uncovering and / or making openings in or through, reinstating and making good the same, shall be borne by the contractor.

CLAUSE 40 COMPLETION CERTIFICATE.

- 40.1 The work shall be completed to the entire satisfaction of the Engineer-In Charge or authorized representatives and in accordance with the time mentioned in schedule and terms and conditions mentioned in CLAUSE 37. As soon as the work under the contract is completed as a whole the contractor shall give notice of such completion to the Engineer-In Charge, the Engineer-In Charge within 30 days of receipt of such notice, shall inspect the work and shall satisfy himself that the works has been completed in accordance with the provisions of the contract and then issue to the contractor a certificate of completion indicating the date of completion; should the Engineer-In Charge noticed that there are defects in works or the works are not considered to be complete, he shall issue a notice in writing to the contractor to certify / replace such defective work or any part thereof or complete the work as the case may be within such time as may notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-In Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.
- 40.2 No certificate of completion shall be issued as stipulated under 40.1 above or work shall be considered to be completed unless the contractor shall have removed from the work side and / or premises all his belonging / temporary arrangements brought/ made by him for the purpose of the work and clean the site and / or premises in all respects and made the whole of the site and / or premises fit for immediate occupation/ use to the satisfaction of the Engineer-In Charge. If the contractor fails to comply with the above mention requirements on or before the date of completion of the work the Engineer-In Charge, may, as he thinks fit and at the risk and cost of the contractor, fulfil such requirements and remove / dispose of the contractors belonging / temporary arrangements as aforesaid, and the contractor shall have no claim in this respect except for any sum realized by the sale of the contractors belongings / temporary arrangements less the cost of fulfilling the said requirement and any other amount realized by sale of such belongings /temporary arrangements than the contractor shall on demand, pay the amount of such access expenditure.

CLAUSE 41: DEFECTS LIABILITY PERIOD.

The contractor shall be responsible to make good and remedy, at his cost within such period as may be stipulated by the Engineer-in-charge, defects which may be noticed before the expiry of the period mentioned in schedule from the certified date of completion of the entire work (including and comprising of all the group/ sub-groups of works, if any) covered under the contract.

CLAUSE 42: MEASUREMENTS.

The payment to the contractor shall be released only when all maintenance works are executed by him in accordance with the prescribed OEM maintenance schedule furnished by him and duly accepted by the owner

CLAUSE 43 PAYMENTS ON ACCOUNT.

- 43.1 interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-In Charge for the works executed. The Engineer-In Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s)
- 43.2 Payment on account for amount admissible shall be made on the Site Engineer certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there- from the amounts already paid, the security deposit and such other amounts of deposit & Taxes and such other amounts as may be with held / deductible or recoverable in terms of the contract.
- 43.3 Payment of the contractor's bills shall be made by the corporation within 21 days from the date of admission of bills duly verified, subject to the acceptance of the Engineer-In Charge.
- 43.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-In Charge / CP&AO. Such cheques shall be issued directly to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorized to receive such payments from the Engineer-In Charge.
- 43.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. no certificate(s) of the Site Engineer supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with contract.

43.6 Should there be a request for extension of date of completion, pending its consideration, interim payments shall continue to be made herein.

43.7 Payment on account of consumables & T&P shall be made as per the actual consumption at the site of work duly verified by the site engineer. However Engineer-in-charge shall have the full powers to get the same reverified to his satisfaction and the decision of engineer-in-charge will be final and binding on the contractor

CLAUSE 44, TAXES DUTIES AND LEVIES ETC.

44.1 All existing sales tax or any other tax or duty or levy, such as Octroi, Dharat, Royalty, Terminal tax on all materials, including petrol, oil and lubricants (and increase, if any on these during the currency of the contract) that contractor has to purchase for the performance of the contract, shall be payable by the contractor and the corporation will not entertain any claim for compensation whatsoever, in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies etc. increase thereon.

44.2 However, if a New Tax or Duty or Levy (other than that existing on the date of opening of the tender) is imposed under a statute or law during the currency of the contract and contractor becomes liable to an actually pays the same for obtaining materials required for bonafide use on the works contracted, then the contractor shall immediately inform the Engineer-in-charge in this regard. The Corporation will reimburse the same to the contractor on production of satisfactory proof of payment, provided that the amount thus claimed is not paid under Price Variation

CLAUSE in the contract.

CLAUSE 45 : PAYMENT OF FINAL BILL

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 the certificate of completion furnished by the Site Engineer. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within three months if the amount of the contract plus that of the additional items is upto Rs. 2 Lakhs and in six months, if the same exceeds Rs. 2 Lakhs of the submission of bill. If there shall be any dispute about any item or items of the works then the undisputed items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE 46 : OVER PAYMENT AND UNDER PAYMENT

46.1 Whenever any claim whatsoever for the payment of a sum of money to the Corporation arises out of or under this contract against the contractor; the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the corporation or from his security deposit, or he shall pay the claim on demand,

46.2 The Corporation reserve the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstract etc. The Corporation further reserves the right to enforce recovery of any over payment when detected, not with standing the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under CLAUSE 50 of this contract and notwithstanding the fact that the amount of the final bill figures in arbitration award.

46.3 If a result of such audit any technical examination of any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the corporation from the contractor by any or all of the methods prescribed above and if any underpayment is discovered, the amount shall be duly paid to the contractor by the corporation.

46.4 Provided that the aforesaid right of the corporation to adjust over payment against amount due to the contractor under any other contract with the corporation shall not extend beyond the period of two years from the date payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.

46.5 Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of line by the Engineer-in-charge or corporation against any claim of the corporation or such other person or person in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-charge or corporation or with such other person or persons.

The sum of money so withheld or retained as such by the Engineer-in-charge or corporation or till claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration CLAUSE under the CLAUSE 50 or by the competent court hereinafter provided, as the case may be and the contractor shall have no claim for interest or damage whatsoever on his account or any other ground in respect of any sum of money withheld or retained under this CLAUSE.

CLAUSE 47 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

47.1 All documents correspondence, decisions and other concerning the contract shall be considered as confidential and or/restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorised person.

47.2 The contractor shall take necessary steps to ensure that all person employed on any work in connection with his contract have noted that Indian officials secrets Act 1923(xix of 1923) applies to them and shall continue so to apply even after the execution of such works under contract.

CLAUSE 48 LAWS GOVERNING THE CONTRACT

The contract shall be construed and interoperated in accordance with and governed by laws as are in force for the time being and applicable in the state of J&K including rules & regulations made there under

CLAUSE 49 : FINALITY CLAUSE

It shall be accepted as an inseparable part of the contract that in matters regarding materials workmanship removal of in proper work, interpretation of the contract drawings and contract specification mode of procedure and the carrying out of the work as stipulated in the CLAUSE Nos. 7, 8, 10, 13, 17, 18, ,22, 27, 30, 32, 35, 36, 37, 38, 39, 42 & 44, the decision of the Engineer-in-charge which shall be given in writing and shall be final and binding on the contractor.

CLAUSE 50 : COMPENSATION

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

50.1 Except as otherwise provided in CLAUSE 49 herein before, all questions disputes or differences in respect of which the decision has been final and conclusive, disputes between the contractor and the corporation, in relation to or in connection with the contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:-

- i) Either of the parties may give to the other notice in writing of the existence of such question, dispute or difference ;
- ii) Within thirty (30) days of receipt of such notice from either party the Chief Engineer-in-charge of work at the time of such dispute shall send to the contractor a panel of three persons and there after the contractor within fifteen (15) days of receipt of such panel communicate to the Chief Engineer, the name of one of the persons from such panel and such a person shall then be appointed sole arbitrator by the Chief Engineer.
- iii) Provided that if the contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Chief Engineer shall without delay select one person from the aforesaid panel and appoint him as the sole Arbitrator.

50.2 The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to act as Sole Arbitrator. Such a person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

50.3 The award of the arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees as well as the cost of Arbitrator proceedings shall be borne by either party.

50.4 The Arbitrator with the consent of the parties can enlarge the time, from time, to make and publish his award.

50.5 A notice of the existence in question, dispute of difference in connection with the contract, unless served by either party within 30 days of the expiry of the Defects Liability Period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

50.6 Where the amount of claim is Rs. 1,00,000/-(Rupees One Lakhs only) and above the arbitrator shall give reasons for the award.

50.7 The work under this contract shall continue during Arbitration proceedings, and no payments due from or payment by the corporation shall be withheld on account of such proceedings except which may be in dispute.

50.8 Subject to aforesaid modifications Arbitration Act 1940, or any statutory modifications or re-enactment thereof and the rules made there under and this CLAUSE.

NOTE :- In case of contract with another Public Sector Undertaking, the CLAUSE 50.1 to 50.8 shall stand deleted and the following Arbitration CLAUSE shall apply. Except as otherwise provided in case of a contract with a Public Sector Undertaking, if at any time any question, dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement , the same shall be settled by arbitration in terms of the Ministry of Finance (Bureau of Public Enterprise O.M. No. BPE/GL-901/76 MAN/2/110/75-BPE/OM-I dated 1.1.76, 29.10.76 and 4.10.76 or any modifications/amendment thereof.

The arbitrator shall have the power to enlarge the term to make the award with the consent of the parties, provided always that the commencement or continuation of the arbitration proceedings shall not result in cessation or suspension of any of the rights and obligations of the parties or any payment due to them hereunder.

SECTION –IV
SPECIAL TERMS AND
CONDITIONS OF
CONTRACT

SPECIAL CONDITION OF CONTRACT

These special conditions of contract shall be read and construed along with the general conditions of contract for Routine maintenance of 3 X 150 MW Hydro Units including common auxiliary system of Baglihar Power Station annexed hereto, but in case of any conflict or inconsistency between these Special Conditions and annexed General Condition of Contract, provisions of special Conditions herein shall prevail.

1. Project features layout

Baglihar Power Station headquarter is located at Chanderkote in Distt. Ramban (J&K) about 150 Kms from Jammu on Jammu – Srinagar Highway (**NH-1A**). The Power Station has installed capacity of 450 MW (3 x 150 MW) with three vertical suspension type hydro generators coupled to Francis turbines. The rated output of each unit at designed rated head of 125 m is 150 MW at rated speed of 187.5 RPM. The Power generated by the power station is evacuated through 2 nos. 400 KV over head feeders.

2. Rates and Taxes

Rates quoted should be firm and final inclusive of all charges, duties / taxes / Entry tax and octroi etc. to be paid by the firm on the material, being brought to site and cost of all labours, Supervisors, experts, labour license, EPF, insurance or any other statutory charges required to be paid for the purpose of job.

3. Deductions

Income tax and works tax or any other statutory deductions as per Govt. of India and as per orders of J&K Govt., as applicable, will be made. Presently the rate of income tax ,Cess and work tax is 2%,1% & 10.5% respectively.

4. Payment Terms

- Payment will be released in twelve equal instalments i.e. one each after successful completion of one month.
- EMD will be adjusted from the 1st RA bill, towards security deposit.
- Security deposit @10% shall be deducted from each running bills of the contractor/firm, which shall be released after completion of defects liability period. The defects liability period for the above work shall be two months after successful completion of the work.
- All DD Charges shall be borne by the firm.

5. Minimum Wages

The contractor shall not pay less than minimum wages to the employees engaged on the work in accordance with the notified minimum wages. In case the statutory minimum wages are modified by the Government Notification, the contractor will pay modified wages to the employees.

6. EPF and Statutory Regulations

The contractor shall observe all labour laws and shall abide by all the statutory rules and regulation of Govt. of India and Govt. of J&K. All such expenses / payments required to be made to follow such statutory regulations shall be made by the contractor only. The contractor shall be responsible for the EPF and other statutory liabilities towards his employees as per laws. The Contractor shall also comply with the rules and regulations provided in the J&K EPF Act. Before release of payment to the contractor by the corporation for the work done under the contract, the contractor shall be required to furnish requisite evidence towards remittance of the EPF towards employee's as well as employer's contribution with RPFC, Jammu for the manpower engaged by him under the contract. The final bill of the contractor shall be paid only on submission of receipt / proof of such remittance of EPF.

7. Penalty / Incentive

After notification of work at any time during the currency of work, the contractor has to turn up within one hour to take up the maintenance work otherwise a penalty @ Rs. 5000/- per hour will be imposed for delay in execution of works.

8. Facilities by JKSPDC

Facilities / Tools etc. to be provided by JKSPDC free of cost are given in **Annexure - III**. The said list is tentative only and the items and their quantity may vary depending upon the actual requirement of work/ Unit. However, non-availability of any tool / facility due to some site constraints shall not be any reason for time extension and contractor will have to arrange the same at his own cost or bear with the project constraints.

9. Engineer I/C : Executive Engineer,Gen. Div. BHEP-I

Chanderkote.

10. Paying Authority: Chief pay & Accounts officer BHEP-1 Chanderkote

11. Inspection / Testing:

Any discrepancy if pointed out by inspector or Engineer I/C should be rectified immediately before going ahead. Complete work shall otherwise be open for inspection by any technical officer of JKSPDC round the clock. However, instructions shall be given only through Engineer I/C of the work. Quantity & Quality of various items to be arranged by the contractor are given in separate annexure. However inspection & acceptance of the work will not absolve the contractor's responsibility for quality work and satisfactory operation of the units.

12. Insurance:

All Insurance Risks which may occur during the currency of the Contract in respect of the Work Undertaken including complete Insurance of all men and material covering Comprehensive Workmen Compensation Policy and as per GCC Clause No. 34 shall be the total responsibility of the contractor. JKSPDC will not be liable for any such expenditure..

13. Expert / Skilled man power

Being a specialized job, which requires proper experience & Technical skills, the contractor should be equipped with sufficient skilled man power. The contractor shall arrange requisite manpower having sufficient knowledge / skills required for the execution of specified work to the entire satisfaction of Engineer in charge.

A list of such skilled personnel along with their qualification and experience should be attached with 'Technical Bid'.

14 Responsibility of missing components/Tools/hardware etc. or damages, if any:

Contractor shall be fully responsible for all the hardware's/ components which are dismantled from the unit and shall keep them in safe custody. Any missing item shall be arranged by the contractor at his own cost and JKSPDC will not be responsible in any way. Contractor will also be responsible for proper upkeep and maintenance of any special tools provided to him which shall be returned in O.K. condition. Any other damage to any equipment or property of Baglihar Power Station due to mishandling or carelessness of staff of the contractor shall also be made good by him at his own cost. The contractor, at his own expenses, shall keep all the places and surroundings of his working neat & clean & out of danger to any person or assets.

15.Termination of contract.

In case JKSPDC feels that work is not being carried out in accordance with the schedule, as per technical requirements or as per instructions/directions of Engineer I/C and there is likelihood of abnormal delay in completion of work or likelihood of doing the work not as per specifications and norms leading to any problem in running of the Unit, JKSPDC is at liberty to stop the work in between and get the work completed from any other source at the risk and cost of the contractor.

16.Site stores, accommodation and security etc:

Space as available will be provided to the contractor free of cost for use as temporary site store. Facility of free electricity and water will also be extended against the same. However, safety and security of men and material belonging to the contractor, shall be his own responsibility.

17.Consumables, tools & tackles etc:

All consumables including general and miscellaneous items i.e. general hardware, tools and tackles etc., which are required for dismantling and assembly works of the unit, shall be arranged by the contractor. An indicative list of such items is enclosed as per separate annexure-IV, for reference. For items whose quantity has not been specified in the list, adequate quantity as required for satisfactory completion of the Jobs is to be brought by the Contractor. If, at any stage, The Engineer –in-charge feels that quality/ quantity of work is being effected due to shortage or non-availability of the material to be arranged by the contractor, the same have to be arranged immediately before going ahead with the work.

18.Transportation:

Transportation of men and material of the contractor shall be arranged by the contractor himself at his own cost. Nothing extra will be paid by JKSPDC on this account.

19.Mobilization/ Demobilization:

Mobilization time of 15 days only is allowed from the date letter of intent is issued in favour of the contractor .The contractor shall have to mobilize the workforce along with required material so as to ensure starting of the work as per the schedule. Demobilization of the men & material of the contractor should be carried out immediately after completion of work.

20.Subletting:

The contractor shall not sublet the work or part of the work thereof to any other sub-contractor. No request in this regard shall be entertained .

21.Variation/deviation in quantities:

The quoted rate shall hold good for all quantities executed as per site requirement.

22.Arbitration/ Jurisdiction of court:

The arbitration shall be as per J&K arbitration and cancellation act.The courts of J&K shall have exclusive jurisdiction in respect of all matters arising out of contract and which may arise at any time.

Evaluation Criteria of the Technical Bid		
Sl. NO	DESCRIPTION	CHECKLIST
1	REGISTRATION OF CONTRACTOR	
2	CST/GST REGISTRATION CERTIFICATE	
3	PAN NUMBER	
4	EPF REGISTRATION	
5	TENDER FEE	
6	EMD	
7	Experience in respect of successful completion of similar Works executed during last five years ending last day of month previous to the one in which applications are invited.	
	Note:- Similar work means erection, commissioning, operation, repair and maintenance, annual maintenance of hydroelectric power stations equipments i.e. turbines, generators, transformers, GIS ,outdoor switchyard etc and other auxiliary systems of power houses of capacity more than 100 MW per machine	
8	Documentary proof of Sl. No. 7 above attached for:	
i)	Copy of award letters	
ii)	Copy of completion certificates	
9	Details of manpower as per Annexure - VI Attached or not	

Note: It is to be ensured by the Contractor/firm that the documents as indicated above must be enclosed with the Technical bid without which the tender shall be rejected

EVALUATION OF MANPOWER TO BE DEPLOYED FOR CARRYING OUT THE WORK OF ANNUAL MAINTENANCE

SNo.	Area of work	Designation Of Manpower	Min. Nos. Reqd.	Qualification & Years of experience of the personnel provided
1	INSPECTION & MAINTENANCE OF (ACTIVITY NO. A & ACTIVITY NO. B)	Engineer (Elect)		
		Supervisor		
		Electrician, skilled		
		Welder cum grinder		
		Mechanic		
		Crane Optr		
		Fitter, skilled		
		Painter		
		Helper, semi skilled		

(SIGNATURE OF THE CONTRACTOR)

(TO BE FILLED IN BY THE TENDERER)

NOTE:- Augmentation of the above workforce, if required during currency of the contract shall be the responsibility of the contractor and nothing extra shall be paid by JKSPDC in this regard. .

Any change in the staff by the contractor during currency of the contractor shall require approval of Engineer Incharge/owner. The staff of the contractor shall be allowed access by the designated authority of the owner.

SECTION-V

TENDER FORMS

TENDER FORM

1. Name of work: **Annual maintenance of 3X150 MW Hydro generating units of Baglihar Power Station BHEP Chanderkote.**

2. Advertised Cost :

3. Earnest Money :

4. NIT No. & Date : GD/PH/BHEP-1/03 of 2011,dated:- 16-08-2011

5. Cost of Tender document: Rs 2000/- (Rs.100/- extra if requested by post).

6. Period of Sale of tender document: up to 10-09-2011

7. Date and time of receipt of tenders: 15-09-2011 at 2:00 p.m.

8. Date and time of opening of tenders: 15-09-2011 at 2:00 p.m.or any other convenient date

9. Tenders to be received and opened in the O/o Chief Engineer (Electrical) BHEP in presence of bidders or their authorized representatives

12. Full particulars of the Firm/Contractor to whom issued:

(a) Name : _____

(b) Parentage : _____

(c) Residential Add: _____

(d) Registration No: _____

(e) Class of Contractor: _____

(f) Registration card renewed upto: _____

Certified that this tender document contains 56 pages intact.

Signature of the Firm/Contractor.

Signature with seal of
Issuing authority.

TENDER

To
Chief Engineer (E)
BHEP-I
Chanderkote Distt Ramban (J&K)-182148

I/We have read and examined the following tender documents relating to the
(Name of work)_____.

1. (a) Notice Inviting Tender.
(b) Information and Instructions for tenderers.
(c) Warranty.
(d) Schedules A,B
(e) General condition of contract
(f) Terms and Conditions of Contract.

II Technical specifications

2. I/We hereby tender for execution of the works referred to in the documents mentioned in paragraph 1 above upon the terms and conditions contained or referred to in the aforesaid documents and accordance to all respects with other details given there in and at the rates contained in Schedule 'A' and within the period(s) of completion as given in schedule, and subject to such terms and conditions as stipulated in serial No. 4.

3. I/We agree to keep this tender open for acceptance for 120 days from the date of opening thereof and agree not to make any modifications in its terms and conditions of our own accord.

4. An amount equivalent to 2% of the quoted value is hereby forwarded in the shape of a Demand Draft as Earnest Money Deposit. I/We agree that if I/We fail to keep the validity of tender open, as aforesaid. Or make any modification in the terms and conditions of my/our tender of our own accord and/or after the acceptance of our tender if I/We fail to commence the execution of the works as provided in the documents referred to in Paragraph 1 above, I/We shall become liable for forfeiture of my/our earnest money as aforesaid, and the corporation shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely Should this tender be accepted, I/We agree to abide by and fulfil all the terms and conditions and provisions of the above mentioned tender documents.

1. I/We certify that the tender submitted by me/us is strictly in accordance with the terms and conditions, specifications etc. as contained in your tender documents, referred to in paragraph 1 above, and it is further certified that it does not contained any deviations to the aforesaid documents.

Witness _____
Dated _____
the (In Block letters)
Address: _____

Signature in the capacity of
Duly Authorized to sign the Tender on behalf of
Dated _____
Postal Address: _____

Telephone No. _____

ANNEXURE – I

FORM OF DECLARATION

M/S _____ (Name of Tenderer) having its registered office at _____ (hereinafter referred to as “The Tenderer”) having carefully studied all the documents, specifications, drawings etc. pertaining to the works for _____ (Name of Work) and the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

1. The Tenderer is familiar with all the requirements of the contract.
2. The Tenderer has investigated the site and satisfied himself regarding the contract of the work and the local conditions that may affect the work or its performance.
3. The Tenderer has not been influenced by any statement of promise of the Corporation or Engineer-in-Charge but only by the contract Documents.
4. The tenderer accepts all risks directly or indirectly connected with the performance of the contract.
5. The Tenderer is financially solvent.
6. The Tenderer is experienced and competent to perform the contract to the satisfaction of Employer.
7. The Tenderer is familiar with all general and special laws, Acts, Ordinances, Rules and Regulations of the Municipalities notified area committees, District, State and Central Government that may effect the work, its performance or personal employed therein.
8. The Tenderer hereby authorise the Employer to seek reference from the bankers of tenderer for its financial position.
9. The Tenderer undertakes to abide by all labor welfare legislations
10. The Tenderer confirm that the provisions of Micro, Small & medium Enterprise as per MSME Development Act 2006 is applicable / not applicable. (Strike out whichever is not available) to us. Any change in the status of the organization occurring during currency of the contract shall be informed to Employer.
11. The statement submitted by the Tenderer is true and correct.

Date: _____

For and on behalf of the Contractor

ANNEXURE - II

QUALIFICATION INFORMATION

- A] I / We declare / confirm that the provisions Micro, Small & Medium Enterprise are applicable / not applicable to us and our organization falls under the definition of :
- i) [] - Micro Enterprise
 - ii) [] - Small Enterprise
 - iii) [] - Medium Enterprise

Please tick in the appropriate option box [] and attach documents / certificate, if any.

- B] I / We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

Signature of Contractor

**GENERAL SUMMERY
(SCHEDULE 'A')**

N.I.T No. _

Dated

1. Estimated cost of work =
(To be filled in by the contractor)

Signature of contractor.....

Date.....

SCHEDULE –A
SCHEDULE OF QUANTITIES AND PRICES

NAME OF WORK:- Annual maintenance of 3x150 MW Hydro generating units of Baglihar Power Station

No.	Description of item	Qty	Rate per Job		Total Amount
			in figures	in word	
1	<p>GENERATOR Check the stator foundation for cracks or breaks. . In. Check the surface air coolers for cleanliness externally and internally. Inspection of the stator connection with sole plates and upper bracket. Inspection of the stator winding and its connections. . Inspection of the upper and lower air guides and all fastenings. Check the stator and frame for missing bolts, nuts, foreign materials, missing area of paint, dust, and rust, signs of movements or distortion. Check baffle and shroud condition. Check the Torque /Locking of core studs. . Clean the winding thoroughly with mineral turpentine oil, if required. Clean generator housing. Check the stator air (Ventilating) ducts for dirt and debris. Check Working of barrel heaters. Tighten heater terminal connections. Check earthing of stator body. Check air gap between stator and rotor and take measurements at top and bottom against each pole. Check IR value of windings. Check RTD's for proper functioning. Check main CT terminals for any looseness. Check main & neutral connections of stator. Inspection of rotor fasteners & other parts. . Inspection of rotor rim and wedging. Inspection of poles, field winding, winding and flexible connections, inter polar Wedges and their insulating wedges. Inspection of all the connection between poles and collector. Inspection of the brake ring and its fastening. Inspection and cleaning of the collector ring and brush system. Check the rim key for local fretting, broken or cracked welds. Check the tightness of pole keys and key retainers. Check connections from rotor to slip rings. Check the field cable supports and mounting clamps for security. Check the field cable electrical connections for security. Check the field insulation resistance with low voltage (500voltsDC) megger. Measure voltage drop per pole. Check the fire protection control system operation. Cleaning of panel, Tightening of all terminations, checking of PCBs, relays, contactors, Fuses for any burn out etc. Checking the functioning of different MCB& their auxiliary contacts for different faults. . General inspection of all temperature sensors. Inspection & tightening of all wiring connections at terminal block. Check and inspect of terminal boxes deluge/solenoid valve and spray nozzles. Inspection of connection of all grounding connections. Checking, connection tightening and cleaning of smoke detectors, short ckt. Isolators, sounder, flashing beacon etc. General inspection and cleaning of the system.</p> <p>EXCITATION SYSTEM Remove dust and dirt from cabinets and electrical components. Inspect excitation transformer thoroughly. Check foundation bolts of exciter fan. Check cooling fan motor lubrication. Check and tight all connections in field breaker cubicles. Inspect field circuit breaker contacts, arc chutes etc. Inspect wiring for wear and burns or melted wire insulation. Inspect contacts on open contactors and relays. Discoloration and rough contact surfaces are normal. Check operation of all relays, contactors, breakers; inspect contacts, check operation of all firing, alarm and protection</p>	03 Job			

<p>circuits. Check & clean thyristor bridges. Check inlet air filters and, if dirty replace/clean it . Check tightness of all connections and bolted joints. Check cables connecting slip rings and field winding. Checking and tightening of all the inter cell connectors. Application of petroleum gelly /Vaseline grease at battery bank. Measurement of cells voltage and specific gravity of each battery cell and topup of battery cells with distilled water /electrolyte if required. Checking of battery fuse box, tightening of connections and cleaning with CRC. Cleaning up all the rectifier /inverter equipments with insulating brush and vacuum cleaner. Checking and tightening of all internal control wiring joints, power circuit joints and jumper connections. Checking of earthing connections. Checking of door locks, hinges etc. General inspection and cleaning of the system.</p> <p>BRAKE, JACK & HP LUBRICATION</p> <p>Visual inspection of brake and jack for any abnormality. Clean the brakes /liners etc to remove traces of oil etc. Check the brakes for adequate lining, cleanliness, piston leakage and freedom of movement. Check the brake holding down bolts for security. Check the limit switch performance and adjust where necessary. Check brake system seals and O-rings for abrasions, nicks or wear. Check that the brake system sliding surfaces are well lubricated. Inspection of the jacking pump. Clean HP oil filter/strainer. Check the high pressure oil system for leaks, cleanliness of the strainer, proper switch operation. General inspection of the piping regarding tightness and support. General inspection and cleaning of the system.</p> <p>CURRENT COLLECTION SYSTEM</p> <p>Check brushes and brush gear fixing bolts. Cleaning of the collector system. Check the collector rings for excessive run-out, wear, scratches or other abnormal conditions. Check for excessive amounts of carbon debris or other contaminants & clean as required. Check brush force and freedom of brush movement in the brush holder. Check for brush length, replace if required. Check the clearances between the brush boxes and the collectors. Reverse the collector ring polarity if required. General inspection and cleaning of the system.</p> <p>GUIDE BEARING (Combined & upper Bearing)</p> <p>Check the general external cleanliness of the all bearing housing. Check the cleanliness of the oil –to –water heat exchanger (coolers), externally and internally. Check cooler tubes for any leakage by pressurizing to a pressure slightly more than maximum expected working pressure. Check the bearing high/low oil level switches are indicating correctly and that alarms are functioning and properly calibrated. Testing of all alarm & trip circuits by simulating the conditions. Check RTDs for proper function. General inspection and cleaning of the system.</p> <p>ELECTRICAL PANEL/CABINET</p> <p>Checking of all indications on the panel. Cleaning of all dirt & dust , general cleaning of panel .Checking all electrical connections for looseness or chopped wiring & tighten all connection and TBs. Checking all electrical connections for looseness or chopped wiring & tighten all connections and TBs. Checking all mounted components for signs of over heating & rectifies / replaces the same. Inspect & clean relays, contactors, switches , CB'S , etc for proper operations for any physical damage, replace if required. Clean & inspect every component electronic cards, relays etc. Testing all alarm / trip circuits by simulating the fault conditions . Checking of DC supply to the panels. General inspection and cleaning of the system.</p> <p>GENERATOR TRANSFORMER</p> <p>Take oil sample for laboratory analysis so as to check oil for</p>				
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<p>appearance, dielectric strength ,water content ,neutralization valve (total acidity) ,sediment and sludge dielectric dissipation factor ,specific resistance,interfacial tension,flash point &viscosity etc. Check /clean from dust and grease of wipe tank ,accessible bushing and accessories . Check all nuts &bolts. Replace all gaskets with the new ones,if required. Cleaning of transformer coolers and water pipes of the coolers. Check oil and cooling water flow indicators and its alarm/ trip setting. Check/clean/tighten conductor clamps of LV &neutral bushing. Take IR of wibding & neutral earthing. Check electric connection fuses links &magnetizing current at 415 V. Check for and repair any leaks on the transformer, cooling pipe works and heat exchanger. Check oil circulating pumps for proper operation, cleaning. Check Buchholz relay for mechanical inspection. Check and calibrate oil &winding temperature indicator. General inspection and cleaning of the system.</p> <p>GAS INSULATED SWITCHGEAR</p> <p>Inspect /clean housing & components. Check glands connections and terminals including disconnectors table links. Check absorber agent and hydraulic oil. Check surge arrestor. Check indications, controls, and alarm & trip circuits. Visual inspection for signs of corrosion. Check foundation and flange connection bolts of local control panels. Check CB modules for operation &tightness of bolts. Check lock nuts of disconnectors. Check all earth connectors.. Lubrication of bearings of auxiliary switches, if required. Check /clean the main & support insulator of outdoor termination. Check earthing connection and top connection with regard to corrosion. Tighten and lubricate all loose bolts. Check earthing system. Check cable clamps for cracks and other defects. Visual inspection of the cables for any Mechanical damage or any leakage. Integrity of PVC cables (identification of location ofPVC sheat fault). Check glands connections, terminals. Check indications, control, and alarm & trip circuit by simulating the condition. Check pressure of all GIS compartment with permanent manometer. Check oil level in the tank (hydraulic mechanism). Visual inspection of oil condition. Clean oil tank and wash out filter of hydraulic tank. Inspect /clean housing &components. General inspection and cleaning of the system.</p> <p>SST &UAT</p> <p>Check bushing porcelain for any crack /breakage etc. Remove dirt/dust especially accumulation on insulating surfaces or those which tend to restrict air flow. Clean up of winding, lead supports tap changing connections etc. Perform a visual inspection of coils, wiring and monitoring equipment.. Check all temperature supervision equipment. Check all temperature supervision equipment circuits.. Measure IR between HV, LV coils and core and between HV and LV coils. Check the tightness of power circuit connections. Visual inspection inside the terminal box to find out any abnormality like rust, corrosion, condensation, sparking .Tightness of the connections, vacuum &CRC cleaning. General inspection and cleaning of the system.</p> <p>AC & DC BOARD</p> <p>Cleaning of panels inside &outside, removal of dust after drawing out all breakers. Applying Vaseline grease on all isolating, fixed and moving contacts. Tightening of all internal control wiring joints, power circuit joints and jumper connections. Checking of earthing connections, door locks and hinges. Checking of inter locking circuits & relays. General inspection and cleaning of the system.</p> <p>Lowering of draft tube gate. Mechanical locking of miv.closing of cooling system valves (inlet & outlet).closing of miv –spiral casing bypass valve.opening of draft tube dewatering valve.opening of spiral dewatering valve.monitoring of draft tube &</p>				
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	<p>spiral casing dewatering.opening of draft tube and spiral casing man hole.dismantling and cleaning/repairing of cooling water system. Dismantling cleaning/repairing of cyclone separator, back flushing filter.dismantling and cleaning/repairing of shaft seal cooling system. Dismantling and cleaning/repairing of cyclone separator, flow regulating valve for shaft seal cooling water syatem.drainage of cgb oil and ugb oil. Complete cleaning of cgb and ugb oil tank. Cleaning and bolt tightening of cgb and ugb covers. Replacing of rubber gasket if required.filteration and dehumidification of cgb and ugb oil.dismantling of tgb oil chamber. Removing of old contaminated oil. Cleaning of tgb oil chamber. Inspection of turbine guide bearing pads, and maintenance if required. Reassembly of tgb and oil chamber and filling of new tgb oil.erection of runner inspection platform. Visual inspection of runner. Dp testing of runner blades, if required. Noting of runner blade thickness.inspection of draft tube and draft tube gate.repairing of epoxy paints of draft tube and spiral casing.erection of plateform for guidevane inspection, noting of guide vane clearances (gaps) and bedding gap. Adjustment of the same if required. Scaffolding reqd. For guide vane inspection has to be arranged by the contractor. noting of upper labyrinth gaps (inner and outer).cleaning of complete tgb pit, cleaning all hydraulic pipe trenches (at miv floor), outside cleaning of complete miv.oiling & greasing of miv limit switches and all the greasing points as per requirement. Removal of runner inspection platform. closing of draft tube and spiral casing man hole.closing of draft tube dewatering valve. Opening of miv-spiral casing bypass valve. Opening of cooling system valves (inlet & outlet).removing mechanical lock of miv.lifting of draft tube gate and filling of draft tube.starting of unit.observation and adjustment if required of all the cooling water flows including shaft seal cooling water flow.</p>				
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SCHEDULE 'D'

Reference to General conditions of the contract

S.No.	CLAUSE No.	Description	Stipulations
1.	18.2 (iii)	Market rate %age addition to cover contractors overheads profits, supervision & other charges.	
2.	24.1	Power supply tariff rate	-
3.	39.1	Time allowed for execution of work	: 25 (Twenty five) Days for one machine total 75(seventy five) days for all three machines
4.	43	Defect liability period	---- 02 (TWO) Calendar months from the certified date of completion of entire work covered under the contract.

FACILITIES TO BE PROVIDED TO THE CONTRACTOR FREE OF COST

1. Necessary tools required for dismantling / assembling of machine, all specialized tools, and all spanners beyond 36 mm.. Ratchets etc shall be provided if required.
2. Only Special D-shackles & slings which are exclusively used in machines for erection works.
3. EOT crane from 09.00 AM to 08.00 PM shall be provided, EOT crane will be provided as per requirement for the related work at Power House.
4. Unfurnished accommodation except electricity charges will be provided free of cost to the contractor's staff.
5. Free electricity consumption at site of work from the installed points at various floors for all repair/dismantling / erection activities of machine.
6. Use of compressed air and water supply from the installed outlets at various floors.
7. Free Workshop facility at Power House as per job requirement / availability.
8. Space for local site store will be provided for contractor's use. Facility of free electricity and water will also be extended against the same.
9. Rubber items, gaskets, nuts and bolts, lubricants, various hardware items including paints and necessary spares for machines for one unit shall be provided as per the following list:

S. No.	Description of items	Unit	Qty approx.
1	Shaft seals	Nos	01
2	Solid seal	Nos	01
3	Nuts & Bolts of various sizes including high pressure bolts	Kgs	As per requirement
4	SS Shim	Mts	10
5	MP grease/Lithium based oil Greese	Kgs	150
6	Paints of different colours	Lts	60
7	Red Oxide Primer	Lts	40
8	RTDs	Nos	As per requirement
9	Pressure Gauges	Nos	As per requirement
10	Other misc. & spares as per requirement	Nos	As per requirement
11	Rubber Seals oil proof (various types)	Nos	50
12	HLP Servo 46 for UGB & CGB	Barrel	08
13	HLP Servo 68 for TGB & Governor Control	Barrel	06
14	Transformer oil	Lts	2000
15	LE 4934 All Purpose Hydraulic Oil	Lts	650

Note: The items and quantities mentioned above are indicative only and the list is not exhaustive. Any other items required for maintenance of the units shall be provided by JKSPDC. The quantities may vary as per actual requirement of the Unit.

**CONSUMABLES, TOOLS TACKLES AND WELDING MATERIAL & OTHER
MISCELLANEOUS ITEMS TO BE ARRANGED BY THE CONTRACTOR (FOR
ANNUAL MAINTENANCE OF POWER HOUSE)**

Consumables						
S. No.	Description	Unit	Qty/Unit/Annunm	Make	Rate (Rs)	Amt.
1	Cotton waste	Kg	150	Reputed Make		
2	M-seal (100 gm pack)	Nos	6	Reputed Make		
3	Sandering disk	Nos	3	Reputed Make		
4	F.F.-2 Wheels	Nos	3	Reputed Make		
5	Electrical Fittings		L.S.	Reputed Make		
6	Feeler Strips		L.S.	Reputed Make		
7	Cut-off saw Wheels	Nos	2	Reputed Make		
8	Centre punch	Nos.	3	Reputed Make		
9	Teflon tape, Champion 3/4" X 12 M	Roll	18	Reputed Make		
10	Holdite (500 gm tin)	Nos.	6	Reputed Make		
11	Chisel 12"	Nos.	5	Reputed Make		
12	Fevi quick 2 gm	Tube	36	Reputed Make		
13	Hexa blade 1" X 12"	nos.	72	Reputed Make		
14	Manila Rope	Kg	250	Reputed Make		
15	S.S. Filler gauge strips 0.20	Nos.	3	Reputed Make		
16	S.S. Filler gauge strips 0.15	Nos.	3	Reputed Make		
17	S.S. Filler gauge strips 0.10	Nos.	3	Reputed Make		
18	S.S. Filler gauge strips 0.05	Nos.	3	Reputed Make		
19	Flat file 300mm	Nos.	3	Reputed Make		
20	Flat file 150mm	Nos.	3	Reputed Make		
21	Diesel	Ltrs.	300	----- ---		
22	Petrol	Ltrs.	150	----- ---		
23	M.T.O.	Ltrs.	75	----- ---		
24	Malmal cloth	Mtrs.	120	----- ---		
25	Markin cloth	Mtrs.	300	----- ---		
26	Duster cloth	Nos.	300	----- ---		
27	Rust remover	Ltrs.	100	Reputed Make		
28	Grinding wheel, zirkon, 180x23mm for AG - 7	nos.	3	Reputed Make		

29	Grinding wheel, zirkon, 125x23mm for AG 5	nos.	3	Reputed Make		
30	Grinding wheel, zirkon, 100x23mm for AG - 4	nos.	3	Reputed Make		
31	Sander disc, 4 slit, 178mm of various grips, 24, 80, 100/120	nos.	6	Reputed Make		
32	Emery cloth tape 50mmx 50mtr, coarse	Roll	3	Reputed Make		
33	Emery cloth tape 50mmx 50mtr, fine	Roll	5	Reputed Make		
34	Oil stone combination (fine)	nos.	3	Reputed Make		
35	Drill bits of 8mm, 12mm & other sizes	nos.	6	Reputed Make		
36	Bulbs & Hand lamps	nos.	12	Reputed Make		
37	Twin core, PVC insulated, PVC sheathed, opper Cable 4 sq.mm.	Roll	2	Reputed Make		
38	Cable, flexible, copper, twin core 4 sq.mm.	Roll	2	Reputed Make		
39	GLS lamp, 100W, 200V500W, 250V	nos.	75	Reputed Make		
40	Plug 3pin 6amp/16amp	nos	24	Reputed Make		
41	Holder pin type, 100W	nos.	12	Reputed Make		
42	Holder screw type, 500W	nos.	12	Reputed Make		
43	Switch, 16A, 250V,	Nos.	12	Reputed Make		
44	Socket, 16A, 250V, 6pin	Nos.	12	Reputed Make		
45	Halogen tube fitting 1000 Watts	Nos.	03	Reputed Make		
46	Halogen tube 1000 Watts	Nos.	12	Reputed Make		
47	Halogen Bulbs 500 Watts	Nos	6	Reputed Make		
48	Halogen Bulbs 1000 Watts	Nos	6	Reputed Make		
49	Pendent Holder	Nos.	12	Reputed Make		
50	LOC tite					
	574(250ml)	Tube	6			
	573(250ml)	Tube	6			
	243(250ml)	Tube	6			
	648(250ml)	Tube	6			
	577(250ml)	Tube	3			
	262(250ml)	Tube	5			
	406 (20gms)	Tube	6			
	ODC free	Can	3			
	graphite 50	Ltr	3			
	maxi coat	Can	3			
	fix master (1Kg)	Kit	1			
	hitak gasket seal (500ml)	pack	3			
	electrical contact part cleaner(110 Oz)	Can	30			
fix mashi wear resistance putty	Kgs	3				
51	General grease	Kg	20	Reputed Make		
52	Paint brush	Nos	04	Reputed Make		
53	Pencil Brush	Nos	12	Reputed Make		
54	Files of various sizes		L.S.	Reputed Make		

55	Cutting Accessories		L.S.	Reputed Make		
56	Thread seal tape	Nos	06	Reputed Make		
57	Extension cords(5 mts)	Nos	6	Reputed Make		
58	D.P.T.	sets	09	Reputed Make		
59	Gland rope	Kg	06	Reputed Make		
60	Cotton Hand Gloves	Pairs	24	Reputed Make		
61	Buffing Wheels	Nos	24	Reputed Make		
62	Tap sets 4mm to 16 mm	Sets	3	Reputed Make		
63	Marker pens	Nos	18	Reputed Make		
64	Measurement tapes	Nos	04	Reputed Make		
65	CRC 226(500ml)	Nos	60	Reputed Make		
66	Mallet Hammers	Nos	12	Reputed Make		
67	Mallet Knobs (50mm.)	Nos	12	Reputed Make		
68	Mallet Knobs (40mm)	Nos	12	Reputed Make		
69	Engineering glue	Bottles	12	Reputed Make		
70	PVC tape/insulation tape	Nos.	60	Reputed Make		
71	Welding Hand Gloves	Pairs	3	Reputed Make		
72	Welding electrode 3.15 mm(SS)	Pkt	6	Reputed Make		
73	Welding electrode 3.15 mm(MS)	Kg	12	Reputed Make		
74	Welding electrode 4.00 mm(MS)	Kg	6	Reputed Make		
75.	All misc. items including hardware like D-shackles of all sizes, I - bolts, nylon slings and other small consumables/hardwares which are necessary to complete the work	----	LS	Reputed Make		
76	CRC-CO contact cleaner(400ml)	bottle	48	Reputed Make		
78	Collin spray	bottle	24			
79	Detergent cakes (250gm)	Nos	24			
80	Dettol handwash (250ml)	Bottle	24			
81	MCB 32A,63A/different ratings	Nos	12			
	TPN					
	SPN					
82	Perchloroethylene (cleaning grease for parts)	Lts	24			
83	Molykote paste G.(Reduction	Nos	3			
84	Hylomac SQ 32/M (TB1215) Sealing agents to seal covers	Nos	3			
85	Pattex special (adhesive to fix metals,plastics,glass)	Nos	3			

86	Eastman 910 contact adhesive (sticking oil proof rubber seals)	Nos	3			
87.	4 core wire 2.5 mm ²	Mts	100	Reputed make		
88.	2 core wire 4mm ²	Mts	150	Reputed make		
89	PVC INSULATED POWER CABLES 1000v					
	2 core 4mm ²	mts	100			
	4 core 2.5 mm ²	mts	50			
	Multistrand PVC cable single core					
	1.0 mm ²	Roll	2	Havells		
	1.5 mm ²	Roll	2	Havells		
	2.5mm ²	Roll	1	Havells		
	4mm ²	Roll	1	Havells		
90	CFL 9W,11W,14W,20W/Different specification	Nos	24	Havells/Phillips		
91	Tube rods of different sizes	Nos	6	Reputed		
92	Rechargeable torch/emergency lights (Heavy Duty)	Nos	3	Reputed		
93	Search lights	Nos	1	Reputed		
94	Power hexablades	Nos	6	Reputed		
95	Gum boots	Pairs	12	Reputed		
96	Rubber hose ¾",	mts	50	Reputed		
	Rubber hose 1"	Mts	50	Reputed		
97	Blowers	Nos	5	Reputed		

98	Tarpaulene and plastics	L/S		Reputed		
99	Fan belts/conveyor belts for HVAC system	L/S		Reputed		
100	Filters HDPE dry panel type for HVAC system (AHU,FAU) of below mentioned sizes			Reputed		
	a) 610x610x50mm	Nos	164			
	b) 508x610x50mm	Nos	27			
	c) 305x610x50mm	Nos	20			
101	wire rope lubricant (LE-452 ALMA 802)	Kgs	24	Reputed		
102	Nirtrigent industrial cleaner (LE-2100)	Lts	24	Reputed		
103	Rubber cords (various sizes)	Mts	100	Reputed		
104	Rubber sheets (various sizes)	Nos	05	Reputed		
105	Rubber Gaskets (various types)	Nos	50	Reputed		
106	Champion sheets (various sizes)	Kgs	30	Reputed		
107	Wool felt (various sizes)	Sqmts	50	Reputed		
108	Exit lights			Prolite		
	a) Bulbs 20W	Nos	30			
	b) Dry Cell Battery 6V,4AH	Nos	30			
	c) Module 111SM	Nos	30			
109	Emergency Light fittings			Prolite		
	a) Double Rod 36W	Nos	135			
	b) Wakai double Dry Cell Battery 12V,2.3AH each battery	Nos	135			
Depreciated @ 2% admissible to the contractor per annum on the items as given below:-						
Welding Miscellaneous						

1	Welding holder, 600 A	Nos	1	Reputed Make		
2	Welding Helmets	Nos	3	Reputed Make		
3	Welding glass black	Nos	5	Reputed Make		
4	Welding glass white	Nos	5	Reputed Make		
5	Welding hand gloves 400 mm	Pairs	3	Reputed Make		
6	Welding leather jackets	Nos	2	Reputed Make		
7	Welding apron	Nos	2	Reputed Make		
8	Leg & arm guards(pair)	Sets	2	Reputed Make		
9	Wire brush	Nos	12	Reputed Make		
10	Chipping hammer	Nos	2	Reputed Make		
11	Cutting nozzles of sizes	Nos	4	Reputed Make		
12	Face mask	Nos	4	Reputed Make		
13	DA + Oxygen gas sets (1 + 3 cylinder)	Sets	06	----- ----		
Tools & Tackles						
1	Small DE-Spanners ring 6mm to 32mm	Set	2	Reputed Make		
2	Small Ring Spanner 6mm to 32mm	Set	2	Reputed Make		
3	Chain pulley block 2.5 ton/10 Ton	Nos.	1	Reputed Make		
4	Chain pulley block 3/5 ton	Nos.	1	Reputed Make		
5	Triffer 5 Ton	Nos.	1	Reputed Make		
6	Grinder AG 7	Nos.	1	Reputed Make		
7	Grinder AG 5	Nos.	1	Reputed Make		
8	Grinder AG 4	Nos.	1	Reputed Make		
9	Sander HS 7	Nos	1	Reputed Make		
10	Drill M/c HD 16mm	Nos.	1	Reputed Make		
11	Drill M/c HD 16mm, 36mm,with stand	Nos.	1	Reputed Make		
12	Hydraulic jack 5 ton	Nos.	1	Reputed Make		
13	Hydraulic jack 1 ton	Nos.	1	Reputed Make		
14	Aluminium ladder 6 mtr	Nos	1	Reputed Make		
15	Tester	Nos.	04	Reputed Make		
16	Ball pin hammer	Nos.	3	Reputed Make		
17	Sledge hammer	Nos.	1	Reputed Make		
18	Megger 2500V	Nos.	1	Reputed Make		
19	Screw driver kit	Nos.	2	Reputed Make		
20.	Wire rope sling 16 mmx 3 mtr long	Nos	1	Reputed Make		
21	Wire rope sling 20 mmx 6 mtr long	Nos	1	Reputed Make		
22	Wire rope sling 24 mmx 3 mtr	Nos	1	Reputed		

	long			Make		
23	Digital multimeter	Nos.	2	Reputed Make		
24	HD Vacuum cleaner	Nos	3	Reputed Make		
25	Cutting hose	Mtrs	70	Reputed Make		
26.	Dial Guage with stand .01 mm accuracy class	Nos	2	Reputed Make		

Note: - The Engineer-in-charge reserves the right to either increase or decrease or delete the full quantity of the above mentioned item or items depending upon the site requirement and shall be binding on the contractor.

PRECISION TOOLS for all the three units

1	Inside micrometer 25mm to 1 mt (accuracy class .01mm)	Nos	01	Reputed make		
2	Outside micrometer 0 to 25mm (accuracy class .01mm)	Nos	01	Reputed make		
3	Outside micrometer 0 to 150mm (accuracy class .01mm)	Nos	01	Reputed make		
4	Outside micrometer upto 600mm (accuracy class .01mm)	Nos	01	Reputed make		
5	Slip guage (accuracy class .01mm)	Nos	01	Reputed make		
6	Square block level(0.02mm accuracy class)	Nos	01	Reputed make		
7	Vernier calliper upto 150mm	Nos	01	Reputed make		
8	Vernier calliper upto 600mm	Nos	01	Reputed make		
9	Telescopic guage	Nos	01	Reputed make		

SECTION –VI

**Forms of different deeds/
Guarantees agreements.**

**(Proforma of Bank Guarantee by State Bank of India or any other Schedule Bank-
(To be on non-judicial stamp paper of requisite value).**

GUARANTEE BOND

1. In consideration of JKSPDC – Baglihar Power Station (hereinafter called the Corporation) having agreed to exempt _____(hereinafter called “ the said contractor(s)”) from the demand under the terms and conditions of an agreement dated_____ made between JKSPDC Ltd, Baglihar Power Station and _____ for _____(hereinafter called” the said agreement”) of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the agreement, on production of Bank Guarantee for Rs._____(Rupees_____)only, we _____ Bank _____ do hereby undertake to indemnify and keep indemnified and to pay to the Corporation to the extent of Rs._____(Rupees_____)only against any loss or damage caused to or suffered by the Corporation by reasons of any breach by the said contractor(s) of any of the terms and conditions contained in the agreement.
2. We _____ Bank _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the corporation stating that the amount claimed is due by way of loss or damage caused or would be caused or suffered by the corporation by reason of breach by the said Contractor(s) of any of the terms and condition 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 any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute raised by the contractor(s) in any suit or proceeding pending before any court or tribunal or arbitration relating thereto. Our liability under this guarantee being absolute and unequivocal. The payment so made by us under this guarantee bond shall be a valid discharge of our liability of payment thereunder and the contractor(s) shall have no claim against us for making such payment.
4. We _____ Bank _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the due4s of the corporation under or by virtue of said agreement have been fully paid and its claims satisfied or discharge or till JKSPDC Ltd. certified that the terms and conditions of the said contractor(s) and accordingly discharge this guarantee. Unless demand or claim under this guarantee is made on us in writing on or before _____ , we shall be discharge from all liability under this guarantee thereafter.
5. We _____ Bank _____ further agree with the corporation shall have the fullest liberty without our consent and without effecting in any manner out obligation hereunder to vary any of the terms and conditions of the said agreement or extend time of performance by the corporation against the said

contractor(s) and to force bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being

granted to the said contractor(s) or for any forbearance, act or omission on the part of the Cooperation or any indulgence by the corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due o the charge in the constitution of Bank of the contractor(s)
7. We _____ Bank _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

Dated _____ day of _____
For _____ Bank _____

Branch Manager

In the presence of

Signed _____
For & on behalf of the Bank
Bank common seal

Witness _____

Dated this _____ day _____

Witness,

For & on behalf of the Bank
Common seal of the Bank

The above guarantee is accepted by the

Corporation _____
(Baglihar Power Station)

For & on behalf of the Corporation
(_____
(Name of Project/Unit

Dated _____
(Name & Designation)

NOTE:
FOR PROPRIETARY CONCERNS

Shri _____ son of _____ resident of _____
_____ carrying on business under the name and style of
_____ (hereinafter called “ the said contractor” which expression shall
unless the context requires otherwise include their respective heirs executors, administrators
and legal representatives).

FOR PARTNERSHIP CONCERNS

M/s _____ a partnership firm with its office at _____
_____ (hereinafter called “ the said contractor” which expression shall unless the
context requires otherwise include their respective heirs executors, administrators and legal
representatives) the name of partners being.

- (i) Shri _____ S/o _____
- (ii) Shri _____ S/o _____

For Companies

M/s _____ a company registered under the companies Act
1956 and having its registered office at _____ in the state
of _____
(hereinafter called “the said contractor” which expression shall unless the context requires
otherwise include its administrators, successors and assigns.)

**Form of Bank Guarantee for the conversion of cash amount of security
deposit aggregating to Rs. One Lakh
(On Bank's letter head with adhesive stamp)**

To

We, the _____ Bank (hereinafter referred to as 'the said Bank' and having our registered office at _____ do hereby undertake and agree to indemnify and indemnified the _____ (hereinafter referred to as the said corporation which expression shall unless repugnant to the subject or context include its administrators, successors and assigns, to the extent of Rs. 1,00,000/- (Rupees One Lakh only) on behalf of M/s _____ hereinafter referred to as ('the said contractor') in lieu of an equal cash amount of security deposit/deposited by the said contractor and /or deducted by the said corporation from the bills of the said contractor and which they said contractor and /or deducted by the said corporation has agreed to convert contractor and which the corporation has agreed to convert against bank guarantee as hereunder the provision of contract No. _____ dated _____ which the said contractor has entered into with the said corporation in connection with the construction of _____ at a total cost of Rs. _____ (Rupees _____ only)

8. We the said Bank also do hereby agree to pay irrevocably and unconditionally within 38 hours on demand in writing from the said corporation, of any amount upto and not exceeding (Rs.1,00,000/- Rs. One Lakh only) to the said corporation for any purpose or cause or on any amount whatsoever under the provision of the said contract in which respect the decision of the said corporation shall be final and binding on us.
9. Provided that it shall not be necessary for the said corporation to proceed against the said contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security the said contractor shall at the time when proceedings are taking against us as hereunder, be outstanding or unrealised.
10. We, the said Bank, further agree that this guarantee shall be valid and binding on us up to and including _____ and shall not be terminable by notice or any change in the constitutions of the said Bank of the said contractor or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given concerned or agreed with or without our knowledge or consent by or between the parties to the said contract.
11. We also undertake not to revoke this guarantee during its currency except with the previous consent in writing of the said corporation.
12. Our liability under this guarantee is restricted to (Rs. _____) (Rupees _____) 13. our guarantee shall remain in force under the guarantee is filed against us within six months from that dates, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

(On Non-Judicial Stamp Paper)

A G R E E M E N T

This Agreement made the _____ day of _____ between **BAGLIHAR POWER STATION CHANDERKOTE, DISTT. RAMBAN (J&K)** having its (hereinafter called "the employer") of the one part and

.....of..... (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer is desirous that certain works should be executed viz. The Permanent and Temporary works in connection with.....

.....and has accepted a Tender by the Contractor for the completion of such works and the maintenance of the Permanent Works.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the condition of contract hereinafter referred to
2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement viz.
 - a) The said Tender
 - b) The Drawings
 - c) The Specifications.
 - d) The Priced Bill of quantities.
 - e) General conditions of Contract and conditions contained in Contract form
 - f) Special conditions as incorporated in tender documents.
3. The consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the contractor hereby covenants with the employer to complete the works and maintain the permanent works in conformity in all respects with the provisions of the Contract.
4. The employer hereby covenants to the contractor in consideration of the construction and completion of the works and maintenance of the Permanent Works the contract Price at the times and in the manner prescribed by the Contract.

In witness where of the parties hereto have caused their respective signatures to be hereunto affixed the date and the year above written.

Signed By

Signed By

For and on behalf of Contractor

For and on behalf of the the Employer