

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
POWER SECTOR - EASTERN REGION
PLOT NO.DJ-9/1, SECTOR-II, KARUNAMOYEE
SALT LAKE CITY, KOLKATA-700091
PHONE- (033) 2321 1690, FAX- (033) 2321 1960



Ref: PSER:PUR:MSX:208:126

Date : 22/02/2010

NOTICE INVITING TENDER

Tender specification no. PSER:PUR:MSX:208:126

LAST DATE OF SUBMISSION OF COMPLETE OFFER: 08/03/2010 (15.00 Hours)
(Techno-commercial offer shall be opened on the next working day at 11.00 Hours)

BRIEF SCOPE OF WORK:

SUPPLY, INSTALLATION & COMMISSIONING OF CISCO ROUTER ON RENTAL BASIS FOR THREE YEARS AT KOLKATA OFFICE AND FOUR BHEL:PSER SITES

1. Sealed offers are invited from reputed & experienced bidders (**meeting pre-qualification criteria as mentioned**) at the above address to be submitted in two parts a) Techno-Commercial and b) Price bid parts in two separate sealed covers which may be kept in an outer cover super-scribing the tender number on the envelopes as indicated in the "Particulars of the tender" enclosed.
2. The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, it shall be mentioned in the relevant price schedule only and submitted in separate sealed envelope. In case of bidders facing any difficulty in downloading the tender from internet website, they should contact this office (AGM/Purchase Phone no. 033-23211690). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.
3. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
4. Earnest Monet Deposit (EMD) of Rs.20,000=00 either in cash deposited at BHEL office Cash section and receipt enclosed or in the form of crossed Demand Draft / Pay Order (in favour of Bharat Heavy Electricals Limited, payable at Kolkata), shall be enclosed by the bidder along with the offer, failing which the tender is liable for rejection.

One time EMD for Rs. 2,00,000.00 (Rupees Two Lakh only) will also be valid for all such jobs. Bidders who have deposited one time EMD of Rs. 2.00 lakh with BHEL:PSER for such job (evidence of deposit must be submitted) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change

- a) in existing clauses of this tender.
- b) In case of bidders having one time EMD ; one time EMD can not be used for SD purpose. In this case, 50% of security deposit can be deposited by the successful bidder in the form of BG within time specified in the letter of intent and balance 50% of SD shall be deducted from RA bills @ 10% of gross value of RA bills till the full security deposit is made up.
- c) **Bank Guarantee shall not be acceptable towards EMD. The EMD shall be enclosed with the Techno-Commercial Bid (Part-A).**

5. The offers shall be sent in three separate sealed envelopes as under:

COVER NO	SHALL CONTAIN FOLLOWING
COVER-I (TECHNO-COMMERCIAL BID)	i) Covering letter of offer ii) Pre-qualifying documents with all credential documents iii) Demand Draft etc towards Cost of Tender iv) Unpriced Techno-Commercial Bid v) Duly filled all annexures vi) References of subsequent correspondences, if any vii) Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. viii) Price schedule – Unpriced but mentioning only quoted / unquoted against each item ix) Copy of Tender change notice (TCN) , if applicable. x) All supporting documents/ Annexures etc as applicable. xi) NIT pages (all pages) xii) No deviation certificate in bidders letterhead as per format given.
COVER-II (PRICE BID)	i) Copy of covering letter given in Cover-I ii) Duly filled in Price Schedule
COVER-III (EMD)	Demand Draft etc towards EMD as per instruction

SPECIAL NOTE:

- A) Above three separately sealed covers shall together be enclosed in a fourth cover (Cover-IV). All the four sealed covers shall be clearly super scribed with **COVER NO WITH NOMENCLATURE, NAME OF THE JOB, TENDER DOCUMENT NO. and DUE DATE OF SUBMISSION.**
 - B) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
 - C) All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 6.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 7.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
- 8.0 Bidders must visit site/ work area and study the job content, facilities available, present condition of machines etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.

- 9.0 For any clarification on the tender document, you may seek the same in writing (two copies) within **02/03/2010**, from the office of the undersigned which will be clarified to all the bidders . BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay , and receipt of any query after due date shall not be entertained.
- 10.0 BHEL may decide holding pre-bid conference [PBC] with bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 11.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 12.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document , the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification , otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you . Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
- 13.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the format (Vol-III) enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 14.0 **The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation of Techno-Commercial bids etc. BHEL's decision in this regard shall be final & binding.**
- 15.0 While BHEL reserve the right to open the price bid (Cover-II) of the offers in camera, the date & time to open the Cover-II (PRICE BID) tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 16.0 Validity of the offer shall be for six months from the due date of offer submission (including extension, if any).
- 17.0 Firm prices are to be quoted in whole rupees, in the place meant for price or on the price schedule enclosed as applicable for the full scope of work given in Annexure-III. The rates quoted must be in figures and words as well (Prices quoted must be workable too for the job involved). Prices quoted by the bidders should be inclusive of all taxes and duties leviable by any statutory authority for this job as on the date of the tender opening.
- 18.0 Price Bids shall be evaluated based on Lumpsum Price only. However, Unit Rates shall also be furnished as desired in the Price Schedule.
- 19.0 Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.

20.0 BHEL reserves the right to accept or reject any bid without assigning any reasons thereof. BHEL also reserves the right to cancel the tender wholly or partly without assigning any reasons.

Tenders must adhere to the "special & specific conditions of contract" and quote accordingly. Any terms and conditions not covered in this will be governed by GENERAL & SPECIAL CONDITIONS OF CONTRACT. In case of any conflict or inconsistency, the provisions in "special & specific conditions of contract" shall prevail and shall be binding on the vendor.

21.0 **Last** date of submission of offer is 08/03/2010 (15=00 hrs)

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

for BHARAT HEAVY ELECTRICALS LTD

Sr. ENGINEER (PUR) / PSER

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

TO

**Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR
SALT LAKE CITY KOLKATA – 700 091
FAX – 033-2321-1960**

Sub: NO DEVIATION CERTIFICATE

**Job: SUPPLY, INSTALLATION & COMMISSIONING OF CISCO ROUTER ON RENTAL BASIS FOR
THREE YEARS AT KOLKATA OFFICE AND FOUR BHEL:PSER SITES**

Ref: Tender document no: [PSER:PUR:MSX:208:126 DTD.22.02.2010](#)

Dear Sirs,

With reference to above, this is to confirm you that, we have not taken any deviation from tender clauses. We hereby convey our unqualified acceptance to the terms and conditions as stipulated in the tender. We also confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that, we have not changed/modified the tender document as appeared in the website and in case of its observance at any stage, it shall become null and void.

In the event of observance of any deviation in any part of our offer at a later date, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the contractor)

Pre-Qualification Criteria

Pre-Qualification

Technical

1. Bidder should be a System integrator, have experience of executing System integration job at least for three customers (Govt., PSU or Limited Company) during last 3 financial years. Required to submit documentary evidence like purchase order, customer acceptance or completion certificate or work done certificate for successful execution of the job along with details of customer contract.
2. Bidder should be a ISO:9001 or CMM or P-CMM 4 or 5 certified or similar level of certification for system integration.
3. Should be a select business partner / OEM authorised business partner. Documentary evidence required to be submitted.
4. Bidder should have an office at Kolkata. Required to submit necessary address proof etc.

Financial

5. Should have minimum average annual turnover of 20 lakhs for last 3 years. Audited balance sheet and profit & loss a/c for last 3 years needs to be submitted as a proof of above T/O.
6. Bidder should have valid PAN.

Special & specific conditions of contract**ANNEXURE - III****TECHNICAL SPECIFICATION****Scope of work:**

Supply, Installation & Commissioning of 4 Nos. of router along with Rack (6U) at sites and one no. of router at Kolkata office on rental basis for a period of 3 years i.e complete scope is as follows :---

SL.NO.	ITEMS DESCRIPTION & QTY	LOACTION
01.	Supply, installation & commissioning of Router (CISCO 1800) ,as per tendered specification, on 3 years rental basis – 1 no.	BHEL SITE OFFICE AT BONGAIGAON (NTPC)
02.	Supply & installation of 6U rack ,as per tendered specification, on 3 years rental basis – 1 no.	
03.	Supply, installation & commissioning of Router (CISCO 1800) ,as per tendered specification, on 3 years rental basis – 1 no.	BHEL SITE OFFICE AT BURNPUR (IISCO)
04.	Supply & installation of 6U rack ,as per tendered specification, on 3 years rental basis – 1 no.	
05.	Supply, installation & commissioning of Router (CISCO 1800) ,as per tendered specification, on 3 years rental basis – 1 no.	BHEL SITE OFFICE AT PALATANA
06.	Supply & installation of 6U rack ,as per tendered specification, on 3 years rental basis – 1 no.	
07.	Supply, installation & commissioning of Router (CISCO 1800) ,as per tendered specification, on 3 years rental basis – 1 no.	BHEL SITE OFFICE AT MARWA
08.	Supply & installation of 6U rack ,as per tendered specification, on 3 years rental basis – 1 no.	
09.	Supply, installation & commissioning of Router (CISCO 2800) ,as per tendered specification, on 3 years rental basis – 1 no.	BHEL:PSER:HQ:KOLKATA

Address of BHEL, PSER'S office complex where the router to be installed by vendor is:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR EASTERN REGION
PLOT NO: 9/1, BLOCK "DJ",
SECTOR : II , SALT LAKE city
KOLKATA -700 091

1. BHEL Site Office, 3 X 250 MW NTPC-Bongaigaon TPP,
P.O. Salakati, Dist. Kokrajhar (BTAD), Assam-783369
2. IISCO-Burnpur
Bhel Site Office, Power & Blowing Station,
Sail IISCO Steel Plant, Burnpur, West Bengal – 713325
3. Palatana
BHEL Site Office,
P.O. Palatana, Dist.- South Tripura, State Tripura-799116

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4. BHEL Site Office,
CSEB Marwa TPS,
2x500 MW TPS,
P.O.: Basantpur Via Champa, Distt.: Janjgir near Champa, Chhatishgarh-495671

Detail specification and Configuration as follows:-

1. Vendor has to submit offer for 4 Nos of **Cisco router** , dual fast Ethernet port , 2 serial port & other standard feature. Model shall be Cisco 1800 series or higher. The item has to be provided on quarterly rental basis through out the contract period.
2. Vendor has to supply 4 Nos. of wall mounted 6U Racks of reputed brand to house the router at site.
3. Vendor have to submit offer for 1 No of **Cisco router** , Quad fast Ethernet port , 2 serial port & other standard feature. Base model having Dual Fast Ethernet port so 1 HWIC -2FE card required in extra with base model. Model shall be Cisco 2800 series or higher. Min 128 MB RAM. The item has to be provided on quarterly rental basis through out the contract period.
4. Integration with existing / forth coming VPN or data network.
5. Onsite installation support.

TERMS AND CONDITIONS

1. The completed set up will be operated on rent & warrantee basis for a period of 3 years with provision for another 1 year extension.
2. BHEL will be the sole owner of all rental devices with in BHEL premises.
3. All the Maintenance, insurance etc will be under Vendor scope (Service & Hardware both).
4. Vendor has to deliver the router to concerned site and necessary installation / configuration to be done by vendor . BHEL will provide UPS power supply.
5. Support services for operation, trouble shooting, if necessary after installation of the system shall be provided by the vendor on-site free of cost during the contract period.
6. Vendor has to keep another 1 year extension provision for the same project. Necessary offer may be submitted. Vendor shall have to quote this as optional item.
7. BHEL may like to divert router from one site to another if required (any site of PSER). Vendor is required to quote lump sum charge as option items.
8. Single point of contact for troubleshooting (even for liasioning) or a helpdesk team which will function as a single point of contact for all sorts of problem for this system or for the complete setup.
9. Vendor has to train our engineers for operation and trouble shooting as per mutually agreed schedule.

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Special & specific conditions of contract

10. Vendor has to sign for SLA of 99.9 %. Downtime deduction will be as per annexure –III on violation of SLA.
11. Termination clause is applicable. If vendor is not able to provide service as per SLA or provide poor service or more down time found at peak hour then BHEL may go for contract termination with out any compensation & giving one month notice period.
12. BHEL may terminate the contract with out assigning any reason after giving Three (3) month notice.
13. Other qualification criteria of vendor should be as below.
 - Should have experience in the field of data communication.
 - Should have Cisco certified engineer,
 - Experience of router configuration with lease or MLLN link
 - Experience in VPN , VLAN, VPN routing etc experience.

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Special & specific conditions of contract

Annexure-III

Computation of Availability:

Accountable parameter for downtime.

Availability of service shall be assessed by the following formula:

$$100 * (1 - \text{Total outage duration in Minutes})$$

$$\text{Uptime} = \frac{\text{-----}}{\text{Maximum Available Time in Minutes}}$$

$$\text{Maximum Available Time} = \text{No. of days in month} * 30 * 24 * 60 - (\text{Scheduled Maintenance Time} + \text{BHEL introduced Outage} + \text{Downtime Due to Force Majored})$$

Note: Scheduled Maintenance Time should not be more than one hour per month per sites and BHEL should be informed at least 24 hours in advance and subsequent approval / acceptance should be taken from BHEL.

g) Penalties:

Network Availability (SLA Compliance) will be reviewed quarterly and penalties for non-compliance will be deducted on quarterly basis from the rental charges. The penalty will be calculated as per the following formula:

$$\text{Penalty} = F * (H * D)$$

Where F = Multiplication Factor as per table given below.

H = Hourly Rental Charges

(i.e. Quarterly Rental Charges / Total number of hours in the Quarter)

D = Downtime in hours Note: While calculating downtime, minutes will be considered as full hour.

S. No.	Class Location of	Uptime	Multiplication Factor (F)
FOR WAN			
1.	A	> 99.9%	0.00 (Zero)
		99.5% - 99.9%	1.25
		98.5% - 99.5%	1.50
		98% - 98.5	1.75
		< 98%	0.00 (Zero)

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Special & specific conditions of contract

Note: Bidder shall ensure that, under no circumstances, service shall be down for:

More than 1 **hour** in a single working day at any location

For each such instance where downtime is more than the above limits, the downtime hours will be doubled while calculating the total uptime for the quarter.

In the case of Internet Leased Links, if Internet services are down due to failure of any equipment, the deductions will be on total lease rental charges (Bandwidth + Last Mile + Equipment) of the respective link as per SLA parameters defined above.

Payment terms :

1. Rental for hardware (Router etc) shall be paid on quarterly basis after successful completion of quarter, certified by IT.
2. No advance payment shall be made by BHEL
3. Payment shall be made through e-payment mode. L1 bidder to submit filled RTGS format as given in tender.

Contract Period :

Basic 3 Year

Option : 1 Year extension after Expiry of base contract and extension (if any) due to downtime etc.

Delivery schedule

1. Delivery within 2 Weeks after placement of order or LOI.
2. Installation, Configuration & Stabilization Within one Week of Delivery.

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VOL-III

Price schedule

A. Main item

Sl. No	Item description	Qty	Quarterly rental (Total) Rs.	Total charges for one year (Total) Rs.	Total charges for three year (Total) Rs.
01.	Rental charges for Cisco 1800 series router with all default accessories for BHEL Site offices at BONGAIGAON, PALATANA, BURNPUR, MARWA	04			
02.	Rental charges for Cisco 2800 series router with 1 no HWIC-2FE or similar card should support 2 MBPS data support for BHEL:PSER:HQ:KOLKATA	01			
03.	Rental Charge for 6U Rack for BHEL Site offices at BONGAIGAON, PALATANA BURNPUR, MARWA	04			
04	Gross Total price for three years without service tax		Total price for evaluation "P"		
	Service Tax (% & amount)	-			

Evaluation of L1 bidder shall be on sl.no. 4 above i.e on Gross Total price for three years without service tax "P"

B. Optional item

1. All the bidders shall quote for this optional item.
2. Will not be consider for evaluation.

For Location: Bongaigaon, Palatana, Burnpur, Marwa and Kolkata

Sl.No	Item description	One time charge	Quarterly rental	Total charges for one year	Total charges for three year
01	Rental charges for Additional HWIC-2FE , HWIC-4FE card.				
02	Rental charges for Additional WIC-2T card & V.35 cable.				
03	Lump sum shifting charges from one site to another site of BHEL		NA	NA	NA
04	1 Year (after completion of 3 Years) rental of main item	NA			

Validity of optional item rate (Sl. 01, 02, 03) through out the contract period

Form for getting payment through RTGS (Real Time Gross Settlement)

- 01. Name of Vendor*
- 02. Address*
- 03. Vendors Bank A/c Name*
- 04. Vendors Bank A/c No.*
- 05. Name of Bank*
- 06. Name of Branch*
- 07. Branch Phone No.*
- 08. City*
- 09. IFSC Code of the Branch*

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

*Signature of Authorised
Representative of Vendor with date & seal*

*Confirmation by Banker
with office seal*

*Note : Incorrect information will create Accounting complications
and payment will be delayed*

GENERAL & SPECIAL CONDITIONS OF CONTRACT

SECTION – I
GENERAL INSTRUCTIONS TO TENDERERS

1.1 Submission of Tender in “Three Parts”.

- (1) Technical Tender : All particulars asked for from the Vendor except the Price Bid & E.M.D in an envelope.
- (2) EMD in a sealed envelope clearly superscribing on the envelope “E.M.D”, the Tender Number, Name of Work, addresses of Vendor and addressee. One time EMD holders needn’t enclose this provided that proof of EMD remittance is enclosed in the technical tender.
- (3) Price Bid in the price schedule enclosed in the tender, in sealed envelope, clearly superscribing “Price Bid”, Tender Number, Name of Work, Name of the Vendor and addressee.

All the above “Parts” can be placed in an sufficiently large outer envelope for submission.

- 1.1.1a This Tender specification as a whole, duly furnishing the following details shall be duly signed and sent in a sealed cover superscribing :

TENDER FOR _____

TENDER SPECIFICATION NO. _____

DUE ON _____

1.1.1b DURATION OF JOB

1.1.1.1 Earnest Money Deposit.

1.1.1.2 Income Tax & Sales Tax Clearance Certificate.

1.1.1.3 Detailed organisation chart for manpower resources available with the

tenderer and to be employed for the present jobs.

1.1.1.4 Time to be taken for commencement and completion of Work.

1.1.1.5 A list of experience as mentioned in the tender document.

1.1.1.6 The details of the present jobs being handled.

1.1.1.7 Certificate from the BHEL’s scheduled Banks to establish financial

capability of the tenderer as per format enclosed at annexure-I.

1.1.1.8 Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.

1.1.1.9 Price schedule and other relevant information.

NOTE: All Xerox copies enclosed by the Vendor should be attested and sealed for authenticity.

1.1.2 The tender shall be addressed to :

MANAGER / SENIOR MANAGER (PURCHASE)
BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR, EASTERN REGION, (2ND FLOOR),
PLOT-9/1,BLOCK-DJ,SECTOR-II,SALT LAKE,
KOLKATA – 700091.

1.1.3 Tenders submitted by post shall be sent “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.

1.1.4 Tenders shall be opened by the authorised officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.

1.1.5 The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies or omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the offer.

1.1.6 Before tendering, the tenderer is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.

1.1.7 Tenderers must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification & deceleration must be signed bearing seal and submitted along with the offers by the Tender in token of complete acceptance thereof. The information furnished shall be complete by itself. The booklet of G.S.C.C may be retained by the bidder if deceleration is enclosed along with the bid duly filled in and signed and sealed.

1.1.8 The tender shall quote the rates in English language and international numerals. The rates shall be in whole rupees. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

1.1.9 All entries in the tender shall either be typed or be in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.2 Qualifications of Tenderers :

Only tenderers who have previous experience in work of this nature and description detailed in this tender specification and/or registered with BHEL, PS-ER-SAS for such works are expected to quote for this work duly detailing their experience along with the offer. Offers from tenderers who do not have established experience in the field are not likely to be considered.

1.3 Data to be enclosed :

Full information shall be given by the tender in respect of following. Non-submission of this information may lead to rejection of the offer/tender.

1.3.1 Financial Status :

- a) A certificate from BHEL's scheduled Bank to prove his financial capacity/capability to undertake the work of solvency certificate from the concerned Government Authority.
- b) Contractors other than those who are registered in ER, should submit their audited annual accounts for three years preceding the financial year in which tenders are called for.

1.3.2 Income Tax / Sales Tax Certificate :

A certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. The certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.3.3 Previous Experience :

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also a list of site locations and particulars and value of various services that are under progress.

1.3.4 Organisation Chart :

The organisation pattern that is totally available with the tenderer and that will be employed by the tenderer for this work duly indicating the number of Engineers and Supervisors, their qualification and experience in the line, the number of skilled and unskilled workmen etc.

1.3.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached.

1.3.6 In case of an individual : His full name, address and place and nature of business.

1.3.7 In case of Partnership firms: The name of all the partners and their addresses. A copy of the Partnership Deed (Instrument of partnership) duly certified by the Notary Public shall be enclosed.

1.3.8 In case of Companies: Date and place of registration including Date of Commencement Certificate in case of public companies (certified copies of Memorandum and Articles of Associations are also to be furnished).

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

1.3.10 Names and particulars including addresses of all the Directors and their previous experience.

1.3.11 A list of tools and tackles that the tenderer is having and those that will be earmarked for this job.

1.3.12 In addition to the above, the particulars required in various annexures.

1.4 EARNEST MONEY DEPOSIT:

1.4.1 Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:

1.4.1.1 CASH - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.

1.4.1.2 Crossed Demand Draft OR Pay Order payable at Kolkata duly pledged in favour of Bharat Heavy Electricals Limited, Kolkata.

1.4.1.3 Parties who are registered as Contractors in this Region for services jobs may deposit a sum of Rs. 1,00,000/- (Rupees One lakh only), non-interest bearing, towards one time Earnest Money Deposit (OEMD) in which case they are exempted from paying E.M.D. on case to case basis. This facility can also be availed by non-registered contractors getting regular enquiries also .

1.4.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.

1.4.3 The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit of the due fulfilment of the Contract. However, the same may be released as soon as the Security Deposit mentioned clause 1.8 is furnished.

1.4.4 In the case of unsuccessful tenderers the Earnest Money will be refunded to them within a reasonable time on acceptance of award of work by the successful tenderer.

1.4.5 BHEL reserves the right of forfeiture of Earnest Money Deposit in case the successful tenderer.

a) fails to start the work, as may be in the Letter of Intent.

b) after opening of tender, revokes his tender within the validity period or increases his quoted rates.

c) Fails to mobilise the site with required T&P and manpower within the time specified in Letter of Intent.

1.5 Authorisation and Attestation :

1.5.1 Tenders shall be signed by persons duly authorised/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

1.6 Validity of Offer :

The rates in the tender shall be kept open for acceptance for a minimum period of 6 months from the due date of opening of tenders. If a tenderer withdraws or revokes his tender or increases the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case the Bharat Heavy Electricals Limited calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.7 Execution of Contract:

The successful tender's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer may be required to execute an agreement in the prescribed form with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting first RA bill for payment. The expenses for completing and stamping the agreement shall be borne by the tenderer.

1.8 Security Deposit :

1.8.1 Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work.

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

- | | | |
|--|--|---------|
| a) In the case of work upto ten lakh | 10% | |
| b) In the case of work costing above Rs. 10 lakh upto Rs. 50 lakhs | Rs. 1[One] lakh plus 7.5% of the amount exceeding Rs 10 lakhs. | the the |
| c) Above Rs 50 lakhs | Rs. 4 [Four] lakh plus 5% of the amount exceeding Rs 50 lakhs. | the the |

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

1.8.4 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.4 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.

1.8.5 Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.

1.8.6 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates Kisan Vikas Patras etc.

(Certificates required in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post direct to us, and it should not be submitted by the bidder direct to us.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit shall be collected before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer may be converted and adjusted against the security deposit.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.8.7 However, the deposits should cover up to the period of warranty also. However, if S.D. (50%) is furnished in the form of Bank Guarantee, it should be valid for at least a period covering the scheduled duration of the job plus six months.

1.8.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfill any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.

1.8.9 Return of Security Deposit:

If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period as per clause 2.13.

1.8.10 No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.

1.8.11 in no case Security Deposit can be released before settling all claims under this contract.

1.9 Rejection of Tender and other conditions:

1.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:

- a) to reject any or all of the tenders.
- b) To split up the work amongst two or more tenderers.
- c) To award the work in part.
- d) Either of the contingencies stated in (b) and (c) to modify the time for completion suitably.
- e) To modify the scope of work after mutual agreement.

1.9.2 Conditional and unwitnessed tenders:

Tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.9.3 If a tenderer expires after his submission of the tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

1.9.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the compositions of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.9.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit.

1.9.6 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.

1.9.7 Should a tenderer or contractor or in the case of a firm or Company of Contractors one or more of its Partners/shareholders/Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.9.8 The successful tenderer should not sub-contract the part or complete work detailed in this tender specification undertaken by him without permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of contractor.

1.9.9 The successful tenderer shall inform/keep BHEL informed if he has already undertaken any work/is likely to be awarded any job with the same customer with whom BHEL is entering into contract.

SECTION – II

GENERAL TERMS & CONDITIONS OF THE CONTRACT

2.1 Definition : The following terms and expressions shall have the meaning hereby assigned to them except where they context otherwise requires :

2.1.1 'BHEL' (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act., 1956, with its Registered Office at BHEL House, SIRI FORT, NEW DELHI-110049, Power Sector, Eastern Region, Service After Sales – Services, DJ-9/1, Salt Lake, Kolkata – 700091 or its Administrative officers or its site Engineer or the employees authorised to deal with any matters with which these persons are concerned on its behalf.

2.1.2 "GENERAL MANAGER"/DEPUTY IN CHARGE" shall mean the Officer in Administrative charge of BHEL, PS-ER, Kolkata or their other regional offices and Sites.

2.1.3 "ENGINEER" or "ENGINEER IN CHARGE" shall mean Engineer deputed by BHEL. The terms includes "SITE ENGINEER", "RESIDENT ENGINEER" and "ASSISTANT SITE ENGINEER" of BHEL at the site as well s the officers in-charge at Kolkata office.

2.1.4 "SITE" shall mean the place or places at which the plants/equipment are to be overhauled and services are to be performed as per the specification of this contract.

2.1.5 "CLIENTS OF BHEL" or "CUSTOMER" shall mean the Project authorities to whom BHEL is supplying the equipment/services.

2.1.6 "CONTRACTOR" shall mean the individual, firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

2.1.7 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement or work order, the accepted appendices of rates, schedule of quantities, if any and general condition of contract, the special conditioning of contract instructions of the tenderers, the drawings, the specifications, the special specification, if any, the tender specifications, the special specification, if any, the tender documents and the Letter of Intent/Accepting Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the agreement.

2.1.8 "GENERAL CONDITIONS OF CONTRACT" shall mean the instructions to tenderers and general conditions of contract pertaining to the work detailed.

2.1.9 "TENDER SPECIFICATION" shall mean the "Specific Conditions, technical specifications, appendices, site information and drawings, "pertaining to the work for which the tenderers are required to submit their offer. Also this will include the specifications detailed in NIT of client of BHEL for overhauling, erection, testing and commissioning of plant. Individual specification no. will be assigned to each tender specification.

2.1.10 "TENDER DOCUMENTS" shall mean the General conditions of contract (2.1.8) and tender specification (2.1.9)

2.1.11 "LETTER OF INTENT" shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

2.1.12 "COMPLETION TIME" shall mean the period by date specified in the acceptance of tender for handing over the overhauled equipment/plant which are found acceptable by the engineer being of required standard and conforming to the specification of the contract or recommissioning of the machine successfully whichever is later. Completion time will be reckoned from the date of LOI with the period for mobilisation as prided with LOI, added to the same.

2.1.13 "PLANT" shall mean and cannot the entire assembly of the plant and equipments covered by the contract.

2.1.14 "EQUIPMENT" shall mean all equipments, machineries, materials, structurals, electricals and other components of the plant covered by the contract.

2.1.15 "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality workmanship, performance and efficiency of the contract work or part thereof.

2.1.16 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

2.1.17 "WORK OR CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, overhauling erection, testing and commissioning of the equipment to the entire satisfaction of BHEL.

2.1.18 "SINGULAR AND PLURAL ETC" words carrying singular number shall also include plural and vice versa, where the context so requires, words importing the masculine gender shall be taken to include any company or Association or body of individuals, whether incorporated or not.

2.1.19 "HEADINGS" The Leadings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in interpretation or construction thereof or of the contract.

2.1.20 'MONTH' shall mean calender month.

2.1.21 "WRITING" shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

2.2 Law governing the contract and Court Jurisdiction: The contract shall be governing by the Law for the time being in force in the Republic of India. The Civil Court having ordinary original civil jurisdiction, Kolkata shall alone have exclusive Jurisdiction in regard to all claims in respective of this contract.

2.3 Issue of Notice : The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorised agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address either of the contractor or of his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of past or on which they were so delivered or/or left.

2.4 Use of Land: No land belonging to BHEL or their customer, under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.

2.5 Commencement of Work:

2.5.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay. For computing the scheduled completion date, commencement, of work will be reckoned from the date of complete mobilisation as per LOI, unless specifically amended by Head (Services), BHEL, Kolkata.

2.5.2 If the successful tenderer fails to start the work within the stipulated time, BHEL as its discretion will have the right to cancel the contract. His Earnest Money and / or Security Deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

2.5.4 The erected overhauled plant or work performed under the contract shall be taken over when it has been completed in all respects and or satisfactorily put into operation at

site.

2.6 Mode of payment and measurement of the work completed.

2.6.1 “All payment due to the contractor shall be paid only by Account payee Cheques / RTGS form”

2.6.2 The contractor shall present his bill on the format prescribed by BHEL for every payment. After verification of such bills by BHEL, all items having financial value shall be entered and certified in BHEL Measurement Book by BHEL Engineer and the bills prepared based on the same and connected technical documents which form part of this tender specification.

2.6.3 Lumpsum omission will be entered for deduction. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this Contract.

2.6.4 Work which is to be measured in details shall be measured as per standard procedure without reference to any local procedures without reference to any local procedures excepting where it is otherwise stated in the tender documents. The measurement shall be taken jointly by person duly authorised on the part of BHEL and by the contractor.

2.6.5 If, at any time due to reason whatsoever, it becomes necessary to remeasure the work done in full or in part, the expenses towards such remeasurement shall be borne by the contractor.

2.6.6.1 The contractor shall bear the expenditure involved, if any, in making the measurement. The Contractor shall, without extra charges, provide all the assistance with appliances with appliance and other things necessary for measurement.

2.6.7 The measurement entered in the Measurement Books and the bills prepared shall be signed and dated by both the contracting parties.

2.6.8 The Contractor will be intimated in writing by the site Engineer, the proposed date of measurement. If the contractor, representative fails to participate in the joint measurement, the BHEL engineer shall have the power to proceed by himself to take measurement in which case the measurement shall be accepted by the contractor as final.

2.6.9 Passing of measurement as per bills does not amount to acceptance of the completion of work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

2.7 Right of BHEL : BHEL reserves the following rights in respect of contract without entitling the contractor for any compensation.

2.7.1 To get the work done through other agency at the risk and cost of the contractors poor progress, or inability to progress the work for completion as stipulated in contract, poor quality of the work etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from security deposit other use.

2.7.2 To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

2.7.3 To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the events of :

2.7.3.1 Contractor's continued poor progress brought to his notice from time to time .

2.7.3.2 With drawls from or abandonment of the work before completion of work.

2.7.3.3 Corrupt act of Contractor.

2.7.3.4 Insolvency of the Contractor.

2.7.3.5 Persistent disregard to the instruction in writing of BHEL.

2.7.3.6 Assignment, transfer, sub-letting of the contract without BHEL's written permission.

2.7.3.7 Non fulfilment of any contractual obligations :

Any delay in works for reasons attributable to the contractor will have to be compensated by either increasing manpower and resources or by working extra hours and more than one shift without any extra cost.

2.7.4 To recover any money due from the contractor, from any money due to the contractor under this contract or any other contract or from the Security Deposit.

2.7.4.1 The term 'any other contract' will also include any contract entered with the contractor by any other unit division of BHEL, in addition to the ones awarded by BHEL,PSER, Kolkata.

2.7.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in completion, on termination of contract, to impose penalty for delay in completion of the work, at the rate of 0.5% (half percent) of the Contract value per day of delay or part thereof subject to a ceiling of 10% of the contract value.

2.7.6 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customers are terminated for any reason.

2.7.7 To effect recovery from any amounts due to the Contractor under this or any other contract etc. in any other form, the money BHEL, is forced to pay to any body, due to

contractor's failure to fulfil any of his obligations.

2.7.8 While every endeavour will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled to any compensation / extra payment on this account.

2.7.9 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

2.8 Responsibilities of the Contractor :

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

2.8.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

2.8.2 The Contractor at all times during the continuance of this contract, shall in all his dealing with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.8.3 The contractor shall comply with all state and central Laws, Statutory Rules, Regulations etc., such as :

The payment of wages Act, Minimum Wage Act, Workmen compensation Act, Employers Liability Act, Industrial Disputes Act, Employees Provident Fund Scheme, Employees Insurance Scheme, Contract Labour (Regulation & Abolition) Act 1970 and other Acts, Rules & Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other relevant authorities all such notices as may be required by law.

2.8.4 The Contractor shall pay all taxes, fees, licence charges, deposits duties, tools, royalty, commission or other charges which may be leviable on account of any of his operations in executing the contract. In case, BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.

2.8.5 The Contractor shall be responsible for provision of health and sanitary arrangements, more particularly described in contract Labour (Regulation & Abolition Act) safety precautions etc., as may be required of same and satisfactory execution of the contract.

2.8.6 The contractor shall fulfil all his obligation in respect of accommodation including proper medical facilities for the personnel employed by him.

2.8.7 The contractor shall be responsible for the proper behaviour at site and observance

of all regulations by the staff employed by him.

2.8.8 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damages is caused, it is the responsibility of the contractor to make the losses or compensate for the same.

2.8.9 All the properties / equipments / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL / their client. The Contractor shall use such properties for the purpose of execution of this contract. All such properties / equipment / components shall be deemed to be in good condition when received by the contractor unless he notified within 48 hours to the contrary. The Contractor shall return them in good conditions as and when required by BHEL / their client. In case of case of non-return, loss damage, repairs, etc. the cost thereof, as may be fixed by the site Engineer, will be recovered from the contractor.

2.8.10 It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability / possibility BHEL's customers' handling equipment and other plants may be made available to the contractor on payment of the hire charges / free of charges as fixed, subject to the condition laid down by BHEL. Customer form time to time, Unless paid in advance, such hire charges if applicable shall be recovered from contractor's bill / security Deposit in one instalment.

2.8.11 The contractor shall not claim any compensation of the scope of the work, due to changes in design which curtails quantum.

2.8.12 The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / overhauling / performing work under the contract.

2.8.13 In case the contractor is required to undertake any major work outside the scope of this contract the rates payable shall be decided by BHEL Resident Engineer.

2.8.14 The contractor shall keep the area of work clean and shall remove debris etc., while executing day to day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places to be specified by the BHEL Engineer. The contractor will also demolish all hutments, sheds, partitions, offices, constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be removed by the BHEL. The expenses thereof will be recovered from contractor.

2.8.15 The contractor shall arrange and co-ordinate his work in such a manner as to cause no inconvenience to other agencies working in the area.

2.8.16 All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all light, fencing guards, signs etc. or other protection necessary for the purpose.

- Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and atmospheric conditions. Suitable number of electrical staff, watch and ward, store keepers to take care of the equipment, materials and construction tools and tackles, shall be posted at site by the contractor till completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc, as per prescribed standards and practices.
- 2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to workers and duly signed by the contractor's representative should be furnished to BHEL site office for record purpose. BHEL site In-charge may be intimated the date of disbursement of wages to the workmen engaged for the work, so that his representative can witness the same.
- 2.8.18 The intent of specification, is to provide services according to most modern and proven techniques and codes. The omission of specific reference to any method, requirement or material necessary for the proper and efficient performance of work shall not relieve the contractor of the responsibility of providing such facilities to complete the work.
- 2.8.19 In case of any clause of the work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the BHEL Engineer.
- 2.8.20 No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 2.8.21 The details drawings, specifications, instructions manual, if any available with the BHEL Engineer will form part of tender specification . These documents will be made available for reference only to the contractor during execution of work.
- 2.8.22 Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
- 2.8.23 No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause of any type.
- 2.8.24 No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.
- 2.8.25 It is possible that some repair/rectification, modification may be needed on the equipments to be overhauled / work to be performed under this specification, for reasons not attributions to the contractor . All such repair / rectification / modification work which can be done, with the available facilities at site shall be carried out by the contractor free of cost and no extra charge shall be paid to contractor.

- 2.8.26 The quality and progress of work will be regularly reviewed. The schedule and progress of work will be given to the contractor in advance and it will be the obligation / responsibility of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more than one shift without any extra cost. Workmen found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.
- 2.8.27 During the overhauling work under the contract it is very essential that proper and adequate inspection should be made constantly to maintain the quality or workmanship so that any deviation from design dimension does not exceed permissible limits. The proper functioning of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for a short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the sub-assemblies BHEL Engineer may be consulted.
- 2.8.28 The contractor shall be furnish fortnightly labour report showing by classification of number of employees engaged in various categories or work date wise and submit a progress report of work as required by BHEL Engineer.
- 2.8.29 The contractor shall execute the work in the most substantial and workmen-like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship conform to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineers.
- 2.8.30 The contractor shall take all responsible care to protect the materials and work till such time the plant/equipment has been taken over by BHEL / their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by the contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notice shall be displayed where access to any part may be deemed to be unsafe and hazardous.
- 2.8.31 It will be the responsibility of the contractor to ensure safe lifting of the equipments taking due precautions to avoid any accidents and damage to other equipments and personnel.
- 2.9 Consequence of cancellation : Whenever BHEL exercises its authority to terminate the contract/withdrew a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site Engineer which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

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

2.10 Insurance :

2.10.1 BHEL / their customer shall arrange for insuring the materials / properties of BHEL/customer covering risks during transit, storage, overhauling, erection and commissioning.

2.10.2 It is the sole responsibility of the contractor to Insure his workman against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation Act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time, will have to be followed by the contractor.

2.10.3 If due to negligence and /or non-observations of safety and other precautions, any accident / injury occurs to any other person/public, the Contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. Third party insurance coverage is to be made by the contractor.

2.10.4 If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's /Customer's property and personnel should occur, and if BHEL is unable to recover, in full, cost from the Insurance Company, the balance will be recovered from the Contractor.

2.11 Strikes & Lockouts : The contractor will be fully responsible for all the disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the lockout declared is not settled within a period of one week BHEL shall have the right to get the work executed employing the own labour or through any other agencies or both and the cost so incurred by BHEL, shall be deducted from the contractor's bills as per clause 2.7. For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.12. Force Majeure :

2.12.1 The following shall amount to Force Majeure :

Acts of God, Acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earthquake and epidemic and other similar causes over which the contractor has no control.

2.12.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the Contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.13 Performance Guarantee :

Even though the work will be carried out under supervision of BHEL Engineers. The contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period of six months from the date of re-commissioning of the set after the capital overhaul. The guarantee should cover all defects notified during this period and shall have to be attended to free of cost immediately or at the time our clients are able to give shut down of the set for the required period. when necessary. In case of failure of contractor to attend to such defects as and when required in time, BHEL shall arrange to attend the defects and the charges shall be levied to contractor's account and shall be recoverable from the security deposit / progressive payments.

2.13. Arbitration :

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decisions of the Engineer or of any other person is by the contract expressed to be final and conclusive, shall, after written notice by either party to the contract to other party be referred to sole arbitration of General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration Act, 1996.

The parties to the contract understand and agree that if will be no objection that the General Manager or the person nominated as arbitrator, had earlier in his official capacity to deal directly or indirectly with the matters of which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute of difference. The award of the arbitrator shall be final and binding on the parties to this contract.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of the outgoing arbitrator in the matter aforesaid.

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

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

SECTION – III
SPECIAL CONDITIONS OF CONTRACT

3.1 Quantum of Work :

3.1.1 The scope of work given in the tender specification is only approximate and is liable to variation and alternation at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by BHEL Resident Engineer as the variation forming major additions to the original scope of work. All repair / rectification work arising out of normal wear and tear, seizure of parts etc. have to be done by the contractor and the same will be covered by the scope of work of the contract.

3.1.2 The scope of work details out the major activities only. However, as per the general maintenance requirement and site condition, certain related activities may have to be carried out without any extra cost.

3.2 Commencement and completion of work :

3.2.1 The starting time and completion time is the essence of the of the tender. As the time bound programme is firmly committed to customer, the starting time and completion time should be strictly adhered to. It will be not be possible to grant extension in completion time except in extraordinary circumstance, which will be decided entirely at the discretion of BHEL Resident Engineer. Work should normally be carried out in two shifts and sometimes also in three shifts in consultation with BHEL Resident Engineer.

A detailed programme of the various activities covered under this contract with specific time period to fall in the overall frame work of the above dates should be prepared and got approved by BHEL Resident Engineer. The progress against this programme shall be reviewed with BHEL Resident Engineer at the end of each day and critical areas identified and suitable steps taken in time.

If during the review, at any stage of overhauling, BHEL Resident Engineer feels that the delays are not likely to be made up, BHEL reserves the right to take corrective steps as considered necessary by BHEL Resident Engineer to complete work in scheduled time and debit the cost incurred thereon to the contractor. This does not however absolve the contractor of his own efforts in consultation with BHEL Resident Engineer. Every endeavour will be made to see that work proceeds uninterruptedly.

3.2.2 The tenderers should indicate the time required for starting the work once the letter of intent is issued and the time required for completion. The work may have to commence immediately after opening of the tenders. Hence, preference may be given to those tenderers who can commence the work earlier, and also ensure early completion.

3.2.3 The Contractor shall ensure completion of the job in all respects within the day from the date of commencement of work as given in contract.

3.3 Penalty for delay :

3.3.1 In the event of failure to complete the work in given time, an amount equal to ½% [half percent] of the contract value per day subject to a maximum of 10% [ten percent] of the contract value will be levied as penalty, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or Security Deposit.

3.4 Terms of Payment :

No advance shall be payable to contractor.

No. of M/Cs which have been cleared by BHEL for execution only will qualify for payment.

A minimum time of 15 days will be required for processing the bills and release of payment after the bills are presented to BHEL.

All payments are subjects to income tax deductions at source or as per Central Government Laws. No request for advance payment will be entertained by BHEL

3.5 Inspection and Completion :

The work being carried out by the contractor will be supervised and inspected by our Site Engineers under the overall supervision of BHEL Resident Engineer.

3.6 The work will be deemed as complete when it is finally accepted by BHEL Resident Engineer and job completion certificate is issued. No extra payment will be made for any rework carried out by the contractor to rectify any defective work.

3.6 The contractor shall not be entitled for labour idling charges under any circumstances.

3.6 Tools, Tackles, Test Equipments & Consumables :

3.6.1 All tools and tackles and consumables required for day-to-day work like gas and gas cutting sets with accessories, AC/DC welding sets, TIG welding kits, welding cables, electrodes, all necessary power connection at his own cost. However, in case of emergency, BHEL may supply certain items if available, to contractor at actual cost plus handling charges, These will be deducted from contractors' running bills, testing equipment for conducting various tests, during the progress of overhauling / re-

commissioning shall have to be provided by the contractor. Spare parts going into permanent installation shall only be provided by BHEL.

3.7 Accommodation for site staff and store space :

3.7.1 Contractor has to arrange for the stores and office at site ; space for the same shall be made available as per the availability at site. The contractor shall be responsible to provide all necessary facilities like residential accommodation with sanitary facilities, transport, electricity, water, medical bonus etc. as required under various labour laws and statutory rules and regulations framed thereunder to the personnel employed by him.

3.8 Responsibilities of the contractor :

3.8.1 Supervisory staff and labour :

The contractor shall employ, specially skilled labour, supervisor and engineers thoroughly conversant with particular type of work to ensure quality work. BHEL reserves the right to decide on the suitability of the workers and other staff employed by the contractor. BHEL reserves the right to insist on removal of any employees of the contractor at any time if they find him unsuitable and the contractor should forthwith remove him.

3.8.2 Planning and Execution :

Contractor shall submit a job planning in form of Bar Chart or PERT Chart. A List of manpower category wise, indicating individuals responsibility job activity wise , shall have to be submitted. Daily programme of job shall be displayed on board near work site on day in advance. A daily progress report along with Manpower utilities has to be submitted and backlog of the work, if any, shall be covered up in consultation with BHEL Resident Engineer.

3.8.3 Safety and Accident Coverage

Contractor shall ensure safety of all his employees at site of work. All employees shall be covered by insurance (workmen compensation) against accident, failing which proper action will be taken against the contractor.

Contractor shall ensure proper safety of the equipments under overhauling by deputing personnel to guard the equipments round the clock. Open oil spaces, steam spaces shall be covered properly against ingress of foreign materials while working.

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MAN, EQUIPMENT, MATERIAL AND ENVIRONMENT

3.8.3.1 Before commencing the work, contractor shall submit a 'SAFETY PLAN' to the authorised BHEL official. The 'Safety Plan' shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified here under. The contractor shall submit safety plan along with his offer. During negotiations before placing or work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety Plan. Contractor shall abide by BHEL decision in this respect.

3.8.3.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or it's authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

3.8.3.3 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials :

a. Safety Helmets conforming to IS-2925 : 1984

b. Safety Belts confirming to IS – 3521 : 1983

c. Safety shoes conforming to IS-1989 : 1978

d. Eye & Face Protection devices conforming to IS-8520 : 1987 and IS-8940 : 1978

e. Hand & body protection devices conforming to :

IS – 2573 : 1975

IS – 6994 : 1973

IS – 8807 : 1973

IS – 8513 : 1977

3.8.3.4 All tools tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.

3.8.3.5 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act & Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliance including portable electrical tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed..

- 3.8.3.6 The contractor shall not use any hand – lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source not more than 24 volts.
- 3.8.3.7 The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction Sites’ issued by the safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorised BHEL official. A copy of the above referred “Code for Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.
- 3.8.3.8 Where it become necessary to provide and / or store petroleum products, explosives, chemicals, and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum & Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India, etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- 3.8.3.9 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 3.8.3.10 The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor’s or agency’s Cost of damage if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
- 3.8.3.11 In case of a fatal or disabling injury, accident to any person at construction site due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 3.8.3.12 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
- 3.8.3.13 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 3.8.3.14 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective

steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

- 3.8.3.15 The contractor shall submit report of the accidents, fires and property damage, dangerous occurrences, to the authorised BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the contractor to the authorised BHEL official from time to time as prescribed.
- 3.8.3.16 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 3.8.3.17 If safety record of the contractor in execution of the awarded job is to the satisfaction of safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the jobs.

3.9 House keeping and preservation :

- 3.9 Work floor/area shall be cleaned every day and be kept absolutely clean. A regular cleaning gang may be engaged for the purpose. All dismantled components of the equipments under overhauling should be tag marked and stored properly according to type of components, namely all loose/small parts shall be kept in boxes bearing and matching components shall be kept on wooden planks. A list of such components shall be maintained to identify / locate be preserved properly against probable damages.

No floor shall be damaged while working and necessary steps shall be taken by the contractor for repair in case of any damage.

3.9 Tools stores and Consumables :

Tools & tackles, other than special tools and tackles supplied along with the equipments, shall be arranged and kept properly by the contractor. A register must be maintained and updated regularly.

All consumables, other than those going permanently into the equipment, shall be stored by the contractor for daily use. Regular check shall be made at end of each day's work and exhausted consumables shall be replenished immediately.

The store may be visited by BHEL Engineers without notice for verification.

- 3.9 The contractor shall make all necessary arrangement to receive spares from BHEL/Customer's stores , as and when required. The unused and scrap materials shall be returned to BHEL / Customer's stores on completion of the work.

A detailed account shall be submitted by the contractor to this effect at the end of the work certifying no dues remained against them duly signed by Resident Engineer BHEL/Customer.

3.9 General :

3.9.1 Standard printed conditions if enclosed with the offer by the tenderers will not be accepted and only those in main body of the offer will be considered for acceptance.

3.9.2 The tenders are likely to be rejected if the tendered is not acceptable to the ultimate customer.

3.9.3 It will be the responsibility of the contractor to carry out trial run of all the equipments overhauled and confirm the satisfactory operation of equipment. The contractor's personnel shall also be present at time of final commissioning and attend to any defects that shall occur during this time.

Specimen form of Solvency certificate from the scheduled bank

This is to certify to the best of our knowledge and information (1)
_____ (2) _____
_____ (3) _____ a customer of our
bank is respectable and can be treated as good for any engagement up to a limit of
Rs. _____ (Rupees
_____)

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

Manager / Bank

Note :

1. Here indicate name of the individual or the firm .
2. Here name of sole proprietor in case of sole proprietorship concern or names of partners in case of partnership concern as per banks record.
3. Here indicate the address of the customer as per Bank record.

List of consortium Banks

(for submission of solvency certificate)

1. STATE BANK OF INDIA
2. STATE BANK OF HYDRABAD
3. STATE BANK OF TRAVANCORE
4. STATE BANK OF MYSORE
5. CANARA BANK
6. BANK OF BARODA
7. PUNJAB NATIONAL BANK
8. INDIAN OVERSEAS BANK
9. DEUTSCHE BANK
10. HDFC BANK
11. ANZ GRINDLAYS BANK
12. CITY BANK
13. STANDARD CHARTARD BANK
14. BANK OF AMERICA.
