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INSTRUCTION TO TENDERERS & GENERAL TERMS AND CONDITIONS

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PART – 1 **INSTRUCTIONS TO TENDERERS**

This tender conditions & specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent as in a sealed cover boldly superscribing "Construction of Press shop extension towards south side including Machine Foundation at BHEL, Bhopal" as given in the tender notice no MOD/Civil/10051132 Bid must be submitted in two separate envelope properly marked "Part-I techno commercial bid and Part-II be marked "Part-II Price bid" Both envelope shall be placed inside 3rd sealed envelope superscribing " **Construction of Press shop extension towards south side including Machine Foundation at BHEL , Bhopal. "**

1.0 The tender shall be addressed to as follows :

**Sr. DGM CIVIL (MOD)
Block II Annexe Western Wing,
BHEL, Bhopal
Bhopal -462022**

Sealed Tenders submitted (i) personally, (ii) by Courier, or (iii) by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE". Tenders shall be sent/posted with due allowance for any transit/postal delay. The tenders received after due date and time of opening are liable to be rejected. Telegraphic offers and offers received by Telex/Fax may not be considered. In case both Bid part I & part II are enclosed in one envelope, the offer will not be considered for evaluation.

2.0 Tenders shall be opened by authorized officer of BHEL at tender room office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representative who may be present.

3.0 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. If the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender and obtained clarification during the pre bid meeting.

4.0 Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material, soil condition and labour and quote rate accordingly. No claim will be entertained later on grounds of lack of knowledge after submission of the tender.



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- 5.0** Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender document and specification. Each and every page of the Tender Specification must be **SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER** by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 6.0** The tenderer shall quote the rates after visiting the site to know the site conditions. The tenderer shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the rate quoted in figures shall be treated as final rate. For the purpose of the tender, the metric system of units shall be used.
- 7.0 All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection.**
The tenderer shall duly attest all cancellations and insertions prior to submission of tender.
- 8.0 DATA TO BE ENCLOSED.**
Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.
- 9.1 FINANCIAL STATUS.**
Financial viability as per Performa enclosed at ANNEXURE 'A'.
- 9.2 PERMANENT ACCOUNT NUMBER**
Permanent Account Number issued by Income tax department.
- 9.3 PREVIOUS EXPERIENCE:**
A statement giving particulars (duly supported by documentary evidence) of the various services rendered/in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc. as per PROFORMA – ANNEXURE- 'B'
- 9.4 ORGANISATION CHART:**
9.4.1. The organization pattern indicating name, qualification and experience of engineer present at senior level in the roll of the company as on 31.03.07.
9.4.2. Details of construction equipments in support of their capability and satisfactory completion of the project.
- 9.5** 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.
- 9.6** IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/Instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and



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Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

- 9.7 Declaration sheet as per proforma enclosed at ANNEXURE 'C'.
- 9.8 Check list and schedule of general particulars duly filled in, signed and stamped as per 'ANNEXURE 'D'.
- 9.9 In addition to the above the particulars required elsewhere in tender documents.
- 9.10 Mention your PF code No. allotted to you by the Regional Provident Fund Commissioner.
- 9.11 Mention your ESI code no or any other medical policy prevailing in your company.
- 9.12 Mention your Service Tax Registration No. issued by Central Excise Department.

Note: In terms of clauses 9.1 to 9.12 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary, proofs wherever necessary also need to be enclosed.

10 EARNEST MONEY DEPOSIT:

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

Note: Cheques, Money Orders or Postal Orders will not be accepted.

- 10.1 Cash: The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited Bhopal and cash receipt issued by him shall be enclosed along with the tender as permissible under **IT, act**.
- 10.2 Demand Draft from any Nationalized Bank in favour of Bharat Heavy Electricals Limited, Bhopal.
- 10.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 10.4 The Earnest Money Deposit of the successful tenderer shall be converted & adjusted against security deposit.
- 10.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after finalization of the tender.
- 10.6 BHEL reserves the right of forfeiture of Earnest Money in case the tenderer submit false information.
- 10.6.1 After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
- 10.6.2 Fails to commenced the work within fifteen days from the date of issue of letter of intent.
- 10.6.3 Fails to submit 50% of the total security deposit before start of work.
- 10.6.4 Fails to start the work as may be indicated in the Letter of Intent.
- 11.0 **AUTHORISATION AND ATTESTATION:**
Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.
- 12.0 **VALIDITY OF OFFER:**



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The offer shall be kept open for acceptance for a minimum period of 90 days from the date of opening of tenders. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

13.0 EXECUTION OF CONTRACT:

The successful Tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute a contract in the "Prescribed form" as per GCC with the BHEL within a reasonable time after the acceptance of his tender and in any case before the commencement of work. The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the Contractor.

14.0 SECURITY DEPOSIT

Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the letter of intent for satisfactory completion or work.

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

- i) In the case of work costing upto Rs. 10 lakhs: - 10%.
- ii) Above Rs.10 lakhs upto Rs. 50 lakhs:-1 lakh+7.5 % of the amount exceeding Rs. 10 lakhs.
- iii) Above Rs 50 lakhs Rs 4 lakhs + 5% of the amount exceeding Rs 50 lakhs.

14.2 The Security Deposit will be deposited within 15 days from the date of issue of letter of intent but before start of work in any one of the following forms.

14.2.1 The total Security Deposit as indicated in the Letter of Intent has to be submitted in cash or as per clause 14.2.2 herewith as under :

14.2.2 50% in cash or in the form of Bank Guarantee in the prescribed proforma as per GCC of BHEL. Balance shall be recovered by deductions from running bills @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.

14.2.3 The validity of the Bank Guarantee furnished towards Security Deposit under 14.2.2 above shall be up to the period of completion of work as stipulated in the Letter of Intent + 3 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee period + 3 months claim period.

14.3 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 be immediately deposited by the Contractor or recovered from payments due to him.

14.4 Adjustment of Earnest Money Deposit towards part of Security Deposit shall be done as per clause 10.5 above.

14.5 BHEL reserves the right to forfeit the Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.



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14.6 RETURN OF SECURITY DEPOSIT:

If the contractor fully performs and completes the works 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 taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor along with payment of final bill. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

14.7 RETURN OF SECURITY DEPOSIT:

If the contractor fully performs and completes the works 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 taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor along with payment of final bill. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of security deposit will be released only after the guarantee period is over.

15.0 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the Contractor by BHEL.

16.0 REJECTION OF TENDER AND OTHER CONDITIONS:

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.

16.1.1 To reject any or all of the tenders

16.1.2 In contingency stated in 16.1.2 above to modify the time for completion suitably.

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

16.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its 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 its discretion unless the firm retains its character.

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



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- 16.5** 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/any other moneys due.
- 16.6** 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 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.
- 16.7** The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him
- 17.0** The following terms and expression shall have the meaning hereby assigned to them except where the context otherwise requires.
- 17.1** BHEL (or B.H.E.Ltd) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi Pin – 110 049 or its authorised Officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 17.2** 'CLIENTS OF BHEL' or 'CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment's.
- 17.3** 'CONTRACT' shall mean the individual, firm or Company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 17.4** 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Conditions of Contract, Special Conditions contract, of Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Agreement.
- 17.5** 'TENDER DOCUMENTS' shall mean the General Conditions of Contract and Tender Specifications.
- 17.6** Letter of Intent shall mean the intimation by a letter/telegram /fax to the tenderer that the tender has been accepted in accordance with provision 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.
- 17.7** 'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected



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equipment/plant which are found acceptable by the Engineer being or required standard and conforming to the specifications of the contract.

17.8 'TESTS' shall mean and include such test or tests to be carried out by 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 contracted work or part thereof.

17.9 APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.

17.10 '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, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.

18.0 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

19.0 COMMENCEMENT & COMPLETION OF WORK

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

19.1.1 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and/or Security Deposit 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.

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

20.0 MEASUREMENT OF WORK AND MODE OF PAYMENT

20.1 All payments due to the contractor shall be made by 'Account Payee' Cheque issued from BHEL Bhopal.

20.2 All payments will be made as per "Price Schedule " only after completion of that work. No part payment will be entertained. The same will be entered in measurement Book & both the party will sign in that.

20.3 All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.

20.4 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

20.5 The contractor shall bear the expenditure involved if any, in meeting requirements. The contractor shall, provide all the assistance with appliances and other thing necessary for measurement or re-measurement.

20.6 Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.

20.7 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all



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respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per GCC.

NOTE : Normally it takes approximately 60 days for the payments to be released by BHEL after recording the measurements.

21.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 21.1** To get the work done through another agency at the risk and cost of contractor, in the event of poor progress or the contractor's not starting the work, after once shifting it, poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of work persistent disregard of instructions of BHEL assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim/recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
- 21.2** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of erection and get it done through another agency and/or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/BHEL's obligation to its customer.
- 21.3** To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
 - 21.3.1** Contractor's continued poor progress.
 - 21.3.2** Withdrawal from or abandonment of the work before completion of the work
 - 21.3.3** Corrupt act of the contractor.
 - 21.3.4** Insolvency of the contractor
 - 21.3.5** Persistence disregard of the instructions of BHEL Assignment, transfer, subletting of the contract work without BHEL's written permission
 - 21.3.6** Non-fulfillment of any contractual obligations or obligations under the law
- 21.4** To recover any money due from the Contractor from out of any moneys due to the contractor under this or any other contract or from the Security Deposit.
- 21.5** To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and/or to levy liquidated damages for delay in completion of work.
- 21.6** To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based



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on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subjected to revision.

21.7 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.

21.8 While every endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation/extra payment on this account.

21.9 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

22.0 CONSEQUENCES OF CANCELLATION

Whenever BHEL exercises its authority to terminate the contract and withdraw a portion of work under clause 23, the work may be got completed, by any other means, at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

22.1 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of material 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.

23.0 FORCE MAJEURE

23.1 The following shall amount to force majeure conditions. Acts of God, act of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the contractor has no control.

23.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of any such contingency provided the contractor immediately reports about the same to BHEL in writing supported by documentary evidence but the Contractor shall not be eligible for any compensation on this account.

24 GUARANTEE

The satisfactory and safe performance of the work done by the contractor shall be guaranteed up to 12 month (One Year) from the date of the completion of work. During this period of the responsibility of contractor shall be to attend all meetings with BHEL, Bhopal and to attend & reply all the



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matters relating to the design / contract work as may be required. 50% of the security deposit calculated as per BHEL Policy shall be retained by BHEL during passing of final bill against the performance guarantee during the defect liability period .**For water proofing Security Deposit will be kept for Guarantee Period in Cash which will be 10 % of the total Cost of Item.**

25.0 ARBITRATION

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

25.1 The parties to the contract understand and agree that there 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 to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

25.2 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 General Manager 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 manner aforesaid.

25.3 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.

26.0 Responsibilities of contractor.

26.1.1 The contractor shall be fully and finally responsible for correctness and quality of his work to the entire satisfaction of the BHEL/Customer.

26.1.2 The work shall be executed in accordance with the directors, instructions, drawing and specification, which shall be given to the contractor by BHEL from time to time.

26.1.3 If in the opinion of the contractor any work is insufficiently specified or required modifications, the contractor shall refer the same in writing to the Engineer and obtain his instruction/approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.

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26.1.4 The contractor will be required to make agreement with BHEL on Non-judicial stamp paper as per Annexure-"E".

26.1.5 The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The contractor shall engage sufficient staff to maintain the required rate of progress and quality of workmanship. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed.

GENERAL TERMS & CONDITIONS

The contractor shall comply with the following general terms conditions and special instructions.

1. The contractor shall fully comply with the following enactments:
 - a. Contractor Labour (R&A) Act, 1971.
 - b. Wage Rates not less than that notified by State Labour department from time to time.
 - c. Payment of Wages Act.
 - d. ESI Act, 1948.
 - e. EPF Act, 1952.
 - f. Workmen's Compensation Act, 1923.
 - g. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
2. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.
3. The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company. These are mandatory.
 - a. Form XIII - Register of workmen employed by contractor (Rule 75).
 - b. Form XIV - Employment card issued by contractor (Rule 76).
 - c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
 - d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).

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- e. Form XVII - Register of wages - cum Muster Roll (in case of weekly payment).
- f. Form XIX - Wage slip (Rule 78 (b)).
- g. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii)).
- h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
- i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
- j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
- k. Form XXIV - Register to be sent by the contractor to licensing Officer (Rule 82) (1).

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

- 4. The contractor shall observe
 - (a) Weekly rest day.
 - (b) The company list of holidays.

- 5. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.

- 6. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General manager / Personnel.

- 7. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.

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8. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
9. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
10. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
11. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
12. The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
13. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.



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14. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without permission of the company official.
15. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
16. The contractor shall give all notices required by the acts regulations, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees,
17. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under.
18. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.

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19. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
20. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
21. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.
22. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
23. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, Bhopal.
24. The contractor shall ensure abidance by all the labour laws especially including contract labour (R & A) Act, payment of wages Act, workmen's compensation act, minimum wages Act ESI Act and Provident Fund Act as amended from time to time.
25. The contractor shall comply with provident Fund Act either through PF code allotted to him are by the code provided by PF Department to work Centers in the FACTORY /TOWNSHIP CIVIL OF B.H.E.L. Bhopal.

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26. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
27. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
28. The contractor shall not resort to sub controlling under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
29. The contractor shall provide the required safety equipment labours engaged by him.
30. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
31. The contractor shall be responsible to settle any grievances of the labour deployed by him.
32. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
33. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.
34. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.

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35. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
36. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
37. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
38. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
39. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
40. All material, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule.
41. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
42. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials or workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications



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shall be taken down and removed from the work site at the contractor's expenses.

43. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
44. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
45. Contracts shall be deemed to have included in his tender price of all the plant. Machinery appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
46. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work of the company may take such action as it deems if fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
47. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.

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48. Any electric power required for contractors machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges there on shall be recovered from the contractor.
49. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
50. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
51. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
52. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
53. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
54. In case of any suit or other legal proceeding arising under this contract, the courts at Bhopal, M.P only shall have the Jurisdiction.



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55. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
56. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
57. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
58. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
59. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

A GENRAL NOTES ON STRUCTURAL STEEL WORKS

A.1 STRUCTURAL STEEL

1. All structural steel work shall involve rolled steel section, plate, flats, rounds, chequered plate etc. of tested quality mild steel conforming to IS:2062 and black pipe (medium) as per IS:1161 Pipe chain etc.
2. All structural steel work pipe used for welded structures shall conform to IS:2062 grade – A (FE 4204) except for M.S plates over 20mm thickness which shall conform to IS:2062 grade- B (Fe 410W) unless otherwise noted.
3. All raw steel plate of thickness more than 20mm shall be checked against lamination prior to starting of fabrication work.
4. Fabrication and erection of structural steel shall be as per IS:800
5. Separator diaphragms, filler plates, washers-tapered or plain shall be used wherever necessary or as required by the engineer.
6. Unless otherwise erection clearance at each end of members connecting steel to steel shall not be greater than 2mm for cleaned ends of beams and 3mm for beams without web cleats.

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A.2. CONNECTION

1. All shop connection shall be welded unless otherwise specified.
2. Bolted field connection if so required shall be bolted with high tensile and/ or M.S Bolts.
3. In specific cases site welding may be required. The same should be subjected to the approval of the engineer.

A.2.a. WELDING

1. All welds are continuous fillet of 8mm (MIN) unless otherwise noted.
2. Welding should done as per IS: 9595
3. All welding electrodes shall conform to IS:814 (Test Certificates are required to be submitted for all welding electrodes brought)
4. All fillet welds shall be minimum 6mm thickness (U.N.O)
5. Thickness of fillet welds shall not exceed the thickness of thinner member of plate connected
6. Length of the filler welds shall not be less than 4 times nominal size of the weld of 40mm whichever is more.
7. Fillet welds terminating at ends must have returns around corners not less than twice the nominal size of the weld.
8. Welding symbols shall conform to IS:813
9. All butt weld shall be full penetration radio graphically tested. Radio graphically testing of butt welds are required and mandatory . Butt welds. Joints shall be done using run on plates of same profile as the parent plates. Such plates should be cut off after welding and the edges to be ground flush.
10. Size & shape of the gusset and lengths of the inclined member are to be verified from actual shop layout to ensure minimum weld indicated in the drawing.

For Plate Girders

2. Web plate splice top flange plate splice & bottom flange Plate splice should not at one place

A.2.b BOLTING

1. All bolts and shall conform to relevant standards laid down in IS:1367
2. All mild steel bolts have minimum ultimate tensile strength of 44kg/sq.mm
3. All high tensile steel bolts shall have minimum ultimate tensile strength of 58kg/sq. nuts for high strength bolts be of compatible material as per relevant table in IS:1367
4. U.N.O all bolts are grade C mild steel black bolts of class 4.6 conforming to IS:1977 of St-44 or IS:2062
5. Bolt holes shall be formed by drilling.
6. Diameter of bolt holes for steel connection shall be more than bolt dia. But dia less than 25mm,
A. 1.5mm for bolt dia less than 25mm
B. 2.0 mm for bolt dia Equal or Greater than 25mm



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7. Diameter of bolt holes in base plates shall be 3mm more than the diameter of holding down bolt (U.N.O)

8. for all permanent bolt the threads shall be damaged or nuts shall be welded with shank after proper tightening of all bolts in the joint.

9. Bolts in direct tension shall be provide with lock nuts conforming to IS:1363 in direct tension shall be provide with lock nut conforming to IS: 1363 of double coil spring washers conforming to IS: 6755.

A.3 PAINTING

1. Surface preparation for all structural members shall be done by scraping with wire brush and as instructed by engineer in charge.
2. Unless stated otherwise all structural members shall receive one coat of red-oxide 25 microns DFT per coat after fabrication (Thickness check are required to carried out by contractor).
3. After erection all damaged/ deteriorated paint surface shall be cleaned and repainted buy same primer. Then all surfaces shall receive two coats of synthetic enamel paint 30microns DFT per coat (U.N.O) (Thickness check are required to carried out by contractor).
4. Steel members which are inaccessible after assembly shall receive another coat of primer over the first coat before assembly. These two coats of primer shall be of different shades.

B GENRAL NOTES ON R.C.C WORKS

B.1 CONCRETE

1. All reinforced cement concrete work shall conform to IS:456 All structural concrete work will be of minimum M20 grade unless otherwise with minimum cement content of 375 kg per cum. Of concrete. And water cement ratio with exceeding 0.5 content of mix design shall be followed for all R.C.C works.
2. Cement for all R.C.C work in foundation super structure and pre cast cover for cable trench pit etc. shall be ordinary Portland cement 43 grade conforming to IS:8112
3. All lean concrete shall be 1:4:8 min and 100 mm thick (min) unless noted otherwise.
4. All pockets left in concrete for grouting shall have rough finish surfaces.
5. Shuttering of cantilever members shall be removed only after the shuttering of its adjacent counter balancing members has been removed.
6. On removal of form work, all concrete surface which are to be received masonry work or plaster shall be closely hacked to provide a rough surface for bonding.

B.2 REINFORCING STEEL

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1. All reinforcing steel shown this shall be yield strength deformed bars fe 415 concreting to IS:1786 unless notes otherwise in the detailed drawing.
 2. All reinforcing steel shown thus shall be mild steel bars (grade-1) conforming to IS:432
 3. all hooks laps splices and bends shall e as per IS:456 and IS:2502 minimum lap length shall be 100mm+50 timer the lesser of the bars lapped . laps shall be staggered with a gap of 300mm (min) between the laps.
 4. All dowel bars provide shall have an anchorage length of 10mm+50 times the diameter of the bar unless mentioned mentioned otherwise.
 5. Suitable adjustment in reinforcement placing shall be made at site to clear pockets anchor bolts etc. with prior approval of the engineer Incharge.
- 60.

NOTE: BHEL General Condition of contract(G.C.C.) will also be applicable in addition to this tender document.

II) Special Instructions:

1. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of wok and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
2. The contractor has to produce the bank guarantee in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
3. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
4. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.

SIG. OF CONTRACTOR(S)

ACCEPTING AUTHORITY



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ANNEXURE -A

FINANCIAL VIABILITY

NOTE: Tenderers are requested to fill in the following details and no column should be left blank.

1.	Owner's capital in the business (in case of partnership, please mention percentage shares and amounts)	Rs :
2.	Quantum of business done during last three financial years 2007-2008 2006-2007 2005-2006	Rs. Rs. Rs.
3.	Value of fixed Assets of the Business in last three years 2007-2008 2006-2007 2005-2006	Rs. Rs. Rs.
4.	Guarantee limits (if any) enjoyed by the firm	Rs.
5.	Over draft limits (if any) enjoyed by the firm	Rs.
6.	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7.	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys	

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

Date

**Name & signature of the bidder
(Seal)**

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ANNEXURE –C**DECLARATION SHEET**

I,on behalf of M/S.....
..... hereby certify that, all the information and data furnished by us with
regard to this Tender Specification No.
are true and complete. We have gone through the specification, conditions and
stipulations in detail and agree to comply with the requirements and intent of
specification.

We, further declare that, the rates quoted by us in price bid are unconditional and
unambiguous.

Date

Name & signature of the bidder
(Seal)

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ANNEXURE – D

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE: Tenderers are requested to fill in the following details and no column should be left blank.

1.	Name & Address of the Tenderer	
2.	E-mail ID	
3.	Phone No. (Office) Fax No.	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	Tenderer's proposal No. & date	
6.	Whether EMD submitted (By cash/ bank draft). Give detail.	
7.	Validity of offer/rates quoted for six months from the date of opening of tender	Yes/No
8.	Financial Status as per Clause 9.1 (in the format Annexure `A')	Yes/No
9.	Permanent account Number as per Clause 9.2	
10.	Details of experience as per Clause 9.3 (in the format Annexure `B')	Yes/No
11.	Attested copy of power of attorney as per clause 9.5	Yes/No
12.	Details about type of the firm as per clause 9.6	
13.	Declaration sheet as per clause 9.7 (in the format Annexure `D')	Yes/No
14.	P.F. Code No	
15.	Service Tax Registration Number	

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16. ESI policy only

Date**Name & Signature of the bidder
with seal****ANNEXURE – E****CONTRACT****(To be issued in appropriate valid non –judicial stamp paper issued from State of Madhya Pradesh)**

THIS AGREEMENT MADE THIS..... DAY OF 200.... Between BHARAT HEAVY ELECTRICALS LIMITED, Bhopal (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART
AND

..... (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s state that they have acquired and possess extensive experience in the field of and whereas in response to an Invitation to Tender No..... dated issued by BHEL for the execution of the Contractor submitted their offer dated..... And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No..... dated..... Read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows:

That the Contractor shall execute the work of and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Conditions of Contract, Special Conditions, annexures, Letter of Intent dated and such other instructions, drawings, specifications given to him from time to time by BHEL.

The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid upto for a sum of Rs..... (Rupees) towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee bearing No..... Dated for a sum of Rs..... (Rupees.....) executed by Bank in favour of BHEL towards Security Deposit valid up to..... (The Contractor has furnished to BHEL



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an initial Security Deposit of Rs..... in cash /Approved Securities/BG for Rs..... And has agreed for recovery of the balance security deposit by BHEL..... @ 10% of the value of work done from each running bill till the entire security deposit is recovered).

The contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension (s) from the Bank, the contractor shall pay forthwith or accept recovery of Rs..... from the bills in one instalment and the Contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above. BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.....

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.



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That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

The following documents:-

(a) Invitation to Tender No..... and the documents specified therein

(b) Contractor's Offer No..... date.....

(c) Letter of Intent No..... date

(d)

shall also form part of & shall govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

to be signed by a person holding a valid Power of Attorney

WITNESS:

-1.

.....

2.

.....

WITNESS: -
Electricals Ltd, Bhopal

For and on behalf of Bharat Heavy

1.

2.

ANNEXURE - "F"

MODEL FORM OF BANK GUARANTEE (FOR SECURITY DEPOSIT) (To be issued in appropriate valid non-judicial stamp paper issued from State of Madhya Pradesh)

In consideration of the Bharat Heavy Electricals Limited, having its registered Office at BHEL House, Siri Fort, New Delhi (hereinafter called BHEL), having agreed to exempt (hereinafter called "the said Contractor (s)" from the demand, under the terms and conditions of the Agreement dated made between BHEL and for (hereinafter called "the said Agreement") of Security (name of work) deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (RupeesOnly) We at the



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(indicate the name of the Bank)
(hereinafter referred to as "the bank") request of contractor(s) do hereby undertake to pay to BHEL and amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s), of any of the terms or conditions contained in the said Agreement.

We, do hereby undertake to pay the amounts due and payable

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

3. We, undertake to pay to BHEL any money so demanded

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

We further agree that the guarantee herein contained

(indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

We further agree with BHEL that BHEL shall have the fullest

(indicate the name of the Bank) liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any

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forbearance, act or omission on the part of BHEL or any indulgence by BHEL 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.

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

We, lastly undertake not to revoke this guarantee during its

(indicate the name of the Bank) currency except with the previous consent of BHEL in writing.

Dated Day..... of 200

For
(indicate the name of the Bank)

Witness :

1. -----

2 -----

Note : The above format is drawn upon the model form jointly evolved by the Reserve Bank of India, the Indian Banker's Association and the Ministry of Finance, Government of India as circulated by Indian Banker's Association, Bombay vide their letter No. LA/14-61/7808 dated 1/5/1980 as such no deviations are acceptable.

To be issued in appropriate valid non-judicial stamp paper prevalent in the state where the same is executed which is to be certified by the Notary Public or any other competent officer of that state.

**(TO BE ISSUED IN NON-JUDICIAL STAMP PAPER OF Rs. 10/-
issued from State of Madhya Pradesh)**



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INDEMNITY BOND

WHEREAS THE (Name of the contractor) M/s. _____, having its
registered office at, _____ has taken the contract
for tender NO..... & Contractor's Offer
No.....but the sub-contractors have also to obtain licence under the
contract Labour (Regulation & Certificate under Form-V of the said rules.

So on the request of (Name of the contractor) M/s.....M/s
Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in
respect of the sub-contractor mentioned below. M/s, therefore,
undertake to fully indemnify the M/s Bharat Heavy Electricals Limited, Bhopal from
any financial implication whatsoever that may arise due to the grant of certificate in
respect of sub-contractors of (name of the contractor in Form-V under contract
Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

Contractor

.....