

TENDER DOCUMENT

TENDER SPECN No. : BAP : ERN : OPAL : RWTP : DG SET : C : 244 Dt :15-03-2014

NAME OF WORK:

PROVIDING OF DIESEL GENERATOR SETS ON RENTAL BASIS FOR ERECTION WORKS OF RAW WATER TREATMENT PLANT (RWTP) AT OPAL, DAHEJ, BHARUCH DIST., GUJARAT.

Issued to M/s. :

PART – I (TECHNICAL BID)



**ERECTION SERVICES DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406**

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET- 632406.

ERECTION SERVICES DEPARTMENT

TENDER SPECIFICATION No. BAP : ERN : OPAL : RWTP: DG SET : C : 244

Page 01 of 01

CONTENTS			
S.No.	Description	Section / Appendix No.	No. of Pages
A.	PART - I (TECHNICAL BID)		
01.	SPECIAL INSTRUCTIONS TO BIDDERS	---	02
02.	NOTICE INVITING TENDER (NIT)	---	05
03.	PROCEDURE FOR SUBMISSION OF SEALED TENDERS	---	01
04.	PROJECT INFORMATION	---	01
05.	TENDER SPECIFICATION NO. BAP : ERN : OPAL : RWTP : DG SET : C : 244	---	04
07.	TAXES AND DUTIES	ANNEXURE - I	02
10.	GENERAL CONDITIONS OF CONTRACT ES:F:010	SECTION –I & II	15
11.	SPECIAL CONDITIONS OF CONTRACT FOR ERECTION BAP:ERN:SPN:DG SET:RWTP :01	SECTION– III & IV	05
14.	GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION	SECTION - V	02
15.	STATUTORY REQUIREMENTS OF CONTRACT – ES:F:009 - (FORMATS)	---	10
16.	FORMAT FOR FURNISHING DETAILS OF TAX REGISTRATION ETC.	APPENDIX - I	01
17	E-PAYMENT ACCEPTANCE (FORMAT)	APPENDIX - II	01
20.	MSME STATUS – CERTIFICATE (FORMAT)	APPENDIX - III	01
B.	PART - II (PRICE BID)		
01.	SCHEDULE OF RATES AND QUANTITIES	Instructions and Rate Schedule	05

**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET – 632 406**

ERECTION SERVICES DEPARTMENT

SPECIAL INSTRUCTIONS TO BIDDERS

Page 01 of 02

1. This Booklet consists of the scope and bill of quantities of the entire work etc.
2. The Bidders are requested to go through the instructions contained in the documents attached and quote in the Rate Schedule attached.
3. The Bidders are advised to go through the General conditions of contract, Special conditions of contract, Tender specifications and all parts of this tender document and fully understand the scope of work before quoting. Any doubt in the documents should be got clarified from Erection Services Department of BHEL, Ranipet before submitting their offer.
4. Bidders shall note that all tools & tackles as required to be provided by the contractor.
5. **Power and Water for construction and other purposes shall not be provided by BHEL.** The same have to be arranged by the bidder at their cost.
6. The Tender Documents should be submitted duly signed and stamped in all the pages of the Tender Specification, General conditions of contract, special conditions of contract, Annexure etc. by the Bidder.
7. Offer of the Bidder with all the required documents should be submitted so as to reach the specified addressee as per schedule given in the Notice Inviting Tender.

8. ADDRESS FOR SUBMISSION / POSTING OF BID DOCUMENTS

<p>THE OFFICE OF MANAGER , CIVIL TOWNSHIP, (NEAR MUKUNDARAYAPURAM RAILWAY STATION) BHARAT HEAVY ELECTRICALS LIMITED, BOILER AUXILIARIES PLANT, RANIPET – 632 406. Phone No.:04172 - 284883</p>

9. Address for communication, clarifications etc.

<p>THE DY. GENERAL MANAGER, ERECTION SERVICES, BHARAT HEAVY ELECTRICALS LIMITED, BOILER AUXILIARIES PLANT, RANIPET – 632 406. Phone No.:04172 - 241171 / 284973 / 284554 Fax : 04172 - 242011 E- mail : mohankumar@bhelrpt.co.in vramesh@bhelrpt.co.in,</p>

Contd...2

10. **No advance payment towards mobilization of site operation** or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.
 11. The bidders shall submit the duly filled in **Formats** given in this Tender document, along with the offer.
 12. Bidders are requested to carefully study and understand the sequence and schedule of activities as the Erection time is the essence of the contract and all the resources required for completion of work in the stipulated time period has to be mobilized well in advance before the starting of the erection of Raw water treatment plant (**RWTP**).
 13. BHEL is not bound to accept the lowest or any bid and will have the right to reject any or all the bids without assigning any reason whatsoever. It is to be noted that a two-part evaluation system will be used for this tender. Please read the relevant portions of the tender / NIT. Hence it is essential that the Bidder submits a comprehensive technical proposal in their bid.
 14. Approval, if any, required from statutory authorities like Labour Commissioner, Electricity Board, etc., should be obtained by the bidder at his own cost and risk.
 15. The bidder should mobilize maximum labour force from the local area of work.
 16. These Tender Documents are not transferable.
-

BHARAT HEAVY ELECTRICALS LIMITED

BOILER AUXILIARIES PLANT, RANIPET- 632406.

ERECTION SERVICES DEPARTMENT

NOTICE INVITING TENDER

Sealed offers in TWO PARTS are invited from experienced bidders meeting the requisite Qualifying Requirements (QR) for the work mentioned below. Points relevant to the tender are mentioned below and are to be complied with.

1. TENDER SPECN NO. : BAP : ERN : OPAL : RWTP : DG-SET : C : 244 Dt:15. 03.2014

2. **NAME OF THE WORK** :

PROVIDING OF DIESEL GENERATOR SETS ON RENTAL BASIS FOR ERECTION WORKS OF RAW WATER TREATMENT PLANT (RWTP) AT OPAL, DAHEJ, BHARUCH DIST., GUJARAT.

3. **EARNEST MONEY DEPOSIT** : **Rs. 60,000/-** (Rupees Sixty Thousand only)

3.1 **EARNEST MONEY DEPOSIT (EMD)** : The offer submitted must be accompanied by the prescribed amount of EARNEST MONEY DEPOSIT. EMD shall be remitted along with the tender in the form of pay order or DEMAND DRAFT only drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at RANIPET. EMD in the form of bank guarantee / fixed deposit receipt or in any other form **will not be accepted.**

3.2 One Time EMD remitted at any other BHEL Unit / Power Sector **will not** be considered. **EMD amount remitted at BHEL/ Ranipet against this tender will only be considered.**

3.3 **An offer / bid that is not accompanied by the requisite EMD amount is liable to be summarily rejected.**

4. **TENDER SCHEDULE** :

a.	SALE OF TENDER DOCUMENTS	15. 03. 2014 To 31. 03. 2014
b.	DATE & TIME OF PRE- BID MEETING	NA
c.	START DATE & TIME FOR BID SUBMISSION	16.03.2014 at 10.00 Hrs.
d.	DUE DATE & TIME FOR BID SUBMISSION	01.04.2014 at 14.30 Hrs.
e.	DATE & TIME OF OPENING OF TECHNICAL BID	01.04.2014 at 15.00 Hrs.

Note: ***Please obtain updated information from the BHEL website about the latest applicable dates.***

5. **PRE BID MEETING** : **NA**

6. **OPENING OF TENDER**: Technical bids will be opened on the mentioned date at the office of THE MANAGER, CIVIL TOWNSHIP, NEAR MUKUNDARAYAPURAM RAILWAY STATION, BHEL, Ranipet.

NOTICE INVITING TENDER

- 6.1 In case the opening of the tender is a non-working day then the opening will be done on the next working day as per the time schedule.
7. Tender specification documents with complete details are hosted in web page (www.bhel.com). Bidders can directly download the same and use for submission of offer. Tender document charges shall be paid to BHEL along with or before submission of offer.
8. Interested bidders may alternately collect hard copy of tender specification documents from Erection Services Dept / BHEL / Ranipet on all working days (between 10.00 to 14.00 hrs) within the sale period on payment of tender document charges.
9. **Tender specification document charges (Non-refundable)** : Charges for Tender Specification document @ Rs.2000/- per Tender Specification shall be paid through Account Payee Demand Draft in favour of "Bharat Heavy Electricals" payable at Ranipet or in Cash at the cash counter of BAP/Ranipet. In the case of downloading of Tender Specification documents etc. from the web page, the bidder shall remit the tender document charges (Rs.2000/-) positively along with or before submission of offer. In the case of request by the bidder for dispatch of Tender Specification documents through Courier/Post, extra charges shall be paid @ Rs.500/- per Tender Specification. The tender documents are not transferable.
10. BHEL will not take any responsibility for delay/loss of documents or correspondence sent by courier/post.
11. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web page (www.bhel.com > **Tender notifications** > **view corrigendum**) only and not in the news paper. Bidders shall keep themselves updated with all such developments.

12. **QUALIFYING REQUIREMENTS (QR) :**

Bidders shall essentially meet all the qualifying requirements in (a) & (b) as under:

Bidder must have successfully executed Hiring of the above in Power plant / Petrochemical plant / Refineries /Water treatment plant etc involving operation of the above system, in the last seven years as on 28.02.2014 as follows.

- i) One work of atleast Rs.20.00 lakhs in a single work order or one work at least Rental /hiring of 63 KVA Generator
- ii) Two works of at least Rs.12.00 Lakhs each or Rental/hiring of 30 KVA of two Gen Sets.
- iii) Three works of at least Rs.10.00 Lakhs each.or Rental/hiring of 10 KVA of three Gen Sets .

(AND)

- b. The contractor must have achieved minimum average annual financial turn over of **Rs.7.00 Lakhs** during the last three financial years (FY) ending on 31/03//2013 or 31/03/2012, if the account for the FY 12-13 is not audited.

Fulfillment of QUALIFYING REQUIREMENTS: A bidder must satisfy all the qualifying requirements enumerated as in (a) & (b) above concurrently in order to qualify to participate in this tender.

13. **Supporting documents for QR:**

Bidder shall submit documents in support of possessing qualifying requirements as under, duly self certified and stamped by the authorized signatory.

NOTICE INVITING TENDER

- (i) List of jobs done with the name of the project, Owner of the project, Name of the customer, Work order reference No and date, brief details of jobs, executed value, date of start, date of completion.
- (ii) Certified Photocopies of work orders issued by the Customer containing details of bill of quantities/schedule of rates and certificates for proof of satisfactory completion of work.
- (iii) Certified Photo copies of Audited profit and loss account accompanied by relevant schedules for turn over figures.

14. Acceptance of any bid shall be subject to the approval by BHEL's Customer/ Client.

15. Seeking clarification on Tender Specification: Clarifications, if any shall be sought through written communication only, indicating the specific clauses in the Tender Document, so as to reach the specified office at least seven days before the last date for bid submission. BHEL shall not be responsible for receipt of queries after the due date for seeking of clarification due to postal delay. Any clarification / query received after the last date for seeking the same may not be normally entertained by BHEL and no time extension will be given.

16. BHEL may decide holding pre-bid meeting (**PBM**) with any /all intending bidders. On such communication from BHEL, the bidder shall ensure participation in the same at the appointed time, date and place as may be decided by BHEL. **Bidders are advised to visit the site and completely familiarize themselves with the site conditions for this Retrofit job.**

17. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so desired by BHEL.

18. BHEL reserves the right to reject any offer on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.

19. BHEL will operate CPSE purchase preference policy as applicable.

20. Offers received with any deviation or without relevant information are liable to be rejected.

21. Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected.

22. BHEL reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.

23. **REVERSE AUCTION (RA):** BHEL reserves the right to go for Reverse Auction (English Reverse (No Ties) – ON LINE BIDDING on INTERNET) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give acceptance to participate in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for reverse auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the reverse auction. Those bidders who have given their acceptance to participate in reverse auction will have to necessarily submit online sealed bid in the reverse auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action

by BHEL as per extant guidelines in vogue. For details refer to the **General Terms and Conditions of reverse auction** in SECTION-V.

24. If the reverse auction is unsuccessful as defined in the RA rules / procedure, or for whatsoever reason, the sealed Price Bids may be opened for deciding the successful bidder.
25. **VALIDITY OF OFFER:** The validity of the offer shall be 180 days from the date of bid opening (including extensions , if any). No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
26. **LIQUIDATED DAMAGES:** BHEL will impose Liquidated Damages as per suitable clauses in the Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.
27. **BID EVALUATION :** The offer submitted by bidders who meet the requisite Qualifying Requirements will be evaluated in two stages, namely Technical- Bid Evaluation and Price Bid Evaluation.
28. Bidders whose technical bids are found acceptable to BHEL shall be intimated separately about the status of their offers. Date of price bid opening shall be intimated to the qualified bidders only.
29. **PRICE BID EVALUATION CRITERIA:** The successful bid shall be based only on the Total quoted value for the entire scope of work, in the sealed “Price bid” or RA, as applicable.
30. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site “www.bhel.com”.
31. **EPF registration:** Bidders should furnish the EPF code and registration details along with the bid. Bidders who have not registered and do not possess EPF code, if awarded the work, should immediately register and obtain the code.
32. **Benefits to Micro, Small & Medium Enterprises (MSE) :** Guidelines of the Govt. of India shall be followed to provide benefits to MSE. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (Format enclosed as per Appendix – IV) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents
33. **ORDER OF PRECEDENCE:** In the event of any ambiguity or conflict between the clauses / statements in Tender Documents, the order of precedence shall be in the order below.
 - a. Amendments / clarifications / corrigenda / errata etc. issued.
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Specification & scope of work
 - e. Special Conditions of Contract
 - f. General Conditions of Contract
 - g. Forms & Procedures

NOTICE INVITING TENDER

34. In the event of any conflict between requirements of a clause/s of this specification /documents/drawings/data sheets etc. and different standards / codes specified, the same is to be brought to the notice of BHEL before submission of offer; else BHEL's interpretation shall prevail.
35. Typographical error/missing pages/other errors in the tender documents noticed, must be brought to the knowledge of BHEL in writing before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
-

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET- 632406.
ERECTION SERVICES DEPARTMENT

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- A. The bidders must submit their offer in two parts in separate sealed covers prominently super scribed as PART-I TECHNICAL BID and PART-II PRICE BID and also indicating on each of the covers the following details.
- a. TENDER SPECIFICATION NUMBER
 - b. NAME OF WORK and
 - c. DUE DATE AND TIME FOR SUBMISSION
- B. **PART-I (TECHNICAL BID) COVER-I :**
- a. Excepting Rate Schedule, all other schedules, data sheets, formats. Drawings and other details called for in the NIT / specification shall be enclosed in Part-I “Technical Bid”.
 - b. Supporting documents / annexure etc. as required in line with Qualifying Requirement shall be enclosed. **The documents shall be indexed properly.**
 - c. Part – II: (UNPRICED) – without indicating rates / price, but mentioning ‘QUOTED’ / ‘UNQUOTED’ against each item. **The Rate of Tax applicable (in %) shall only be indicated in the appropriate columns / space provided.** (USE AN ADDITIONAL COPY OF PART-II FOR THIS PURPOSE)
- C. **PART-II (PRICE BID) COVER-II :**
- a. All indications of price shall be given in this PART-II “Price Bid” only. Discounts, if any shall be indicated only in the price bid.
- D. These two Covers - I & II (PART-I AND PART-II) shall together be enclosed in a **third envelope (COVER-III) along with requisite EMD** as mentioned in the Notice Inviting Tender and this SEALED COVER shall be super scribed and submitted to **THE MANAGER, CIVIL TOWNSHIP, BHEL, Ranipet** at the address given in “Special Instructions to Bidders ” on or before the due date.
-

TENDER SPECIFICATION NO. : BAP: ERN : OPAL : RWTP: DG-SET : C : 244

PROJECT INFORMATION

1. Purchaser and Owner : M/s. ONGC Petro Additions Limited (OPAL) BHARUCH, DAHEJ, GUJARAT.
2. Location : RAW WATER TREATMENT PLANT
DAHEJ PETROCHEMICAL COMPLEX
BHARUCH, OPAL, DAHEJ, GUJARAT.
3. Nearest Railway station : BHARUCH
4. Air Quality : Normal Petrochemical Plant conditions

Before submitting his/her/their offer, the Bidder has to get thoroughly acquainted with the site conditions with reference to Operating procedures inside the plant, security rules for access and movements, HSE rules prevailing in the plant, site interference problems, movement of cranes / derricks etc. in the store yard / work site during material handling, erection, storage facilities available, constraints on access and movements, etc. No compensation or revision of rates will be entertained at a later date for not having proper knowledge of the site conditions.

O-o-o-o-o-o-o-o-o-o-o

TENDER SPECIFICATION

TENDER SPECIFICATION NO. BAP : ERN : OPAL : RWTP : DG- SET: C : 244

SCOPE OF WORK:

The scope of work involves Providing Diesel Generator set for Raw water Treatment Plant (RWTP), on base frame with accessories(LT Board , cable from Generator to LT board) on rental basis for 2 shifts (12 hrs/day) operation with DG set operators, consumables (diesel + oil). Minimum period is 3 month per generator, extendable on monthly basis, based on BHEL requirement AT OPAL DAHEJ, BHARUCH , GUJRAT.

1.0

1.1 **Detailed scope of work:** The scope of work consists of the following major parts.

Scope of supply

1. The Generator should be in good running condition. The make of DG Set may be any one of the following.
 - a. Cummins
 - b. Mitsubishi
 - c. Caterpillar
 - d. Volvopenta
 - e. MTU
 - f. Perkins, etc.,

The DG set model shall be of 2006 model or after with performance efficiency of 80%

2. For breakdown of more than 1 day, the rental charges would be deducted proportionately to the actual duration of the break down.
3. The DG set has to be made available for two shift operation
4. The normal shift timings Opal Dahej site is mentioned below.
 - a. A shift 09:00 hrs to 17:00hrs.
 - b. B Shift 17:00 hrs to 01:00 hrs.
5. Supply, installation & commissioning of DG sets within one week from date of release of work order.
6. Required cables between DG set control panel and LT switch gear panel shall be provided by BHEL.
7. Maximum hours of operation per month is 360 Hrs
8. Complete maintenance including routine spares and operation of equipment and breakdown maintenance is in the scope of the contractor.
9. Erecting the generator, commissioning and interfacing with LT Board is in the scope of the contractor.
10. The contractor has to maintain required mandatory spares at site in order to operate the Gen set with out brake down.
11. Operator has to respond and act promptly for power failure and power resumption.
12. The distance of BHEL / Customer stores / storage yard within the plant to site of erection is in a radius of about 2.0 km.
13. After completion of the work, all materials/equipment removed/shifted shall be re-installed/re-erected/placed back in their original locations or at locations as instructed by BHEL.

14. The contractor shall make suitable operating arrangements including employment of security personnel (round the clock) to ensure the protection of all DG- set/equipments and works from theft, fire, pilferage and any other damage and loss at stores/storage yard/pre-assembly area/erection site, till the completion of work.
15. Contract time to the entire satisfaction of the customer and BHEL forms part of the work.

2.0 WORK COMPLETION: The work is to be completed within the tight schedule to meet BHELs / Clients requirements. This will call for working with enhanced resources round the clock. The contractor shall provide suitable illumination, security, labour amenities, etc for such working. Necessary safety gadgets shall be provided and ensured for the manpower during late hours. The bidder shall consider all such contingencies in their offer.

3.0 TERMINAL POINTS: terminal points for operation shall be as specified by BHEL.

4.0 SITE LOCATION: Please see project information sheet.

5.0 TOOLS & TACKLES: It may be noted that **BHEL will not provide** any cranes , trailers / trucks / tractors, tools and plants.

6.0 CONSTRUCTION POWER & WATER: **BHEL will not provide Power and water** for construction (or other purposes) . Necessary power cabling from the source to distribution boards etc. and distribution pipe lines to different locations of water point with taps, valves etc., shall be provided by the bidder at his cost.

7.0 HEALTH, ENVIRONMENT AND SAFETY: The contractor shall follow good safety practices at the site. All personnel shall be provided the required safety protective gear and contractor to ensure that they are used. Safety training to be provided to all personnel at the site. In addition, the prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of M/s OPAL Dahej - RWTP, project site rules, prevailing labour laws enforced by local authorities, labour regulations, movement of labour / vehicles inside the plant area, time keeping systems etc., in force and other local political conditions shall be studied before submission of this budgetary offer. The bidder shall submit a write-up, along with the Technical-bid, on the HSE procedures to be adopted subject to modification and acceptance by BHEL, covering at minimum Personal Protective Equipment such as helmets, hard shoes, goggles, gloves, etc, safety training to staff and labour, daily safety pep talks & inspections, safety sign boards, housekeeping procedures, etc.

8.0 COMPLIANCE TO STATUTORY REQUIREMENTS: It is the responsibility of the contractor to obtain the required labour license from the appropriate authorities before commencement of work.

8.1 The contractor shall comply with all State/Central Laws, Statutory Rules, Regulations etc. inclusive of those regarding Labour and Industrial Laws which are applicable from time to time and shall comply with the provision of the same Labour Legislation, Rules and Regulations framed under the provision of Employees' Provident Fund and Miscellaneous Provision Act 1952, ESI registration, Labour License etc..

9.0 SITE MANAGEMENT : The operator shall maintain logsheet for operating hr and other parameters on an hourly basis or as instructed by BHEL Engineer at site.

- 10.0 MOBILISATION ADVANCE: No advance payment** towards mobilization of site operation or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.
- 11.0 FIRM PRICE** : The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates or price escalation is allowed under any circumstances.
- 12.0 VARIATION IN QUANTUM OF WORK** : The details of quantum of work are indicated in the rate schedule which is only approximate and is likely to vary as per site requirement.to the extent of PLUS or MINUS 15% of the scheduled quantities
- 13.0 EARNEST MONEY DEPOSIT (EMD)** : The EMD amount to be remitted along with the offer and the mode of remittance shall be as indicated in the “Notice Inviting Tender”.
- 14.0 SECURITY DEPOSIT (SD)** : The successful Bidder shall within the time specified in the letter of intent deposit the required amount of security deposit. The SD shall be as per clause 1.8 of General Conditions of Contract (GCC).
- 15.0 TAXES AND DUTIES** : Refer Annexure–II for terms & conditions related to Taxes & Duties.
- 16.0 PAYMENT TERMS** : All payments for the works completed shall be paid based on bills raised by the contractor as payment terms and certified by Engineer-in-Charge of BHEL. **Payment for works will be made within a period of 30 days from the date of submission of bills along with all the enclosures as called for by BHEL. Payment will be only through e-payment** (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges as per BHEL terms of payment.
- 16.1 DETAILS OF PAYMENT TERMS FOR OPERATION OF DG-SETS: The payment terms shall be as per clause 3.1.22 of Special Conditions of Contract for DG set (SCC - Section-III).
- 17.0 PERIOD OF CONTRACT / DURATION OF WORK** : The time period of contract shall commence from date of mobilization of the first DG set at site..
- 17.1 Tentative Time period of work : 3 months.
- 17.2 The total duration for the tendered scope of work shall initially be for a period of is 3 (Three) Months, which shall be extendable on monthly basis as per BHEL requirement.
- 18.0 LIST OF TOOLS & TACKLES** : The list of Tools and tackles, etc proposed to be deployed by the contractor shall be given along with the offer.
- 19.0 Accommodation for Contractors’ personnel** : BHEL **shall not** provide any accommodation facilities for the contractors’ personnel. All the necessary arrangements have to be made by the contractor, outside the Plant premises, at no extra cost to BHEL.
- 20.0 LIQUIDATED DAMAGES** : If the work completion gets delayed and the contract period gets extended due to reasons attributable to the bidder, liquidated damages as per provisions of contract (clause No.2.7.5 of General conditions of Contract for Works) shall apply. All decisions of BHEL in this regard will only be final and binding on the Bidder.

The following documents enclosed shall also form part of the tender:

- a. Taxes & Duties - (Annexure –I)
- b. General terms and conditions of work (Section –I & II)
- c. Special Conditions of Contract for RWTP works (BAP : ERN : SPN : DG SET : RWTP : 01–SECTION-III & IV)
- d. General Terms and Conditions for REVERSE AUCTION (SECTION-V)
- e. Statutory requirement of contract (ES:F:009)
- f. Appendix-I, II and III.

ANNEXURE – I**TAXES AND DUTIES****A. FOR DG set WORKS :**

1.0 Rates quoted shall include all royalties, taxes, terminal taxes, Octroi, duties, Sales Tax on Works Contract, Entry Tax, Licenses, Deposits, Royalty, Stamp Duty, Central or Provincial Excise Tax and other taxes (**except Service Tax**) leviable under the state and the central Government Rules. BHEL will not entertain any claim whatsoever in this respect. No reimbursement on account of increase in rate of existing levies shall be made.

1.1 SERVICE TAX

1.1.1 The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

1.1.2 If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

1.1.3 The bidder shall furnish proof of service tax registration with Central Excise Department specifying the name of services covered under this contract. Registration Certificate should also bear the endorsement for the premises from where the billing shall be done by the bidder on BHEL for this project.

1.1.4 Section-I : Pure Service not involving any supply of materials by Contractor:

a) Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders i.e. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan.

1.2 VALUE ADDED TAX (VAT) FOR THE WORKS

1.2.1 **Price quoted shall be inclusive of VAT except service tax.** : Notwithstanding the fact that this is only an erection service contract not involving any transfer of materials whatsoever and not attracting VAT liability, being labour oriented job work, for the purpose of VAT the contractor has to maintain the complete data relating to the expenditure incurred towards wages etc. in respect of the staff/workers employed for this work as also details of purchase of materials like consumables, spares etc., inter alia indicating the name of the supplier, address and VAT Registration No. and VAT paid for the purchases, etc.

1.2.2 The bidder shall get registered with State VAT authorities and the registration certificate shall be forwarded to BHEL immediately after commencement of work. In case the bidder had already registered under respective State VAT, they must quote their registration Number and forward copy of Registration Certificate while submitting this tender.

1.2.3 The monthly/quarterly VAT return, duly incorporating the erection income from BHEL as turnover, should be submitted to BHEL at regular intervals with all annexure and details of payment of VAT.

Contd...

1.2.4 You have to obtain VAT Clearance Certificate from concerned authorities as per provisions of local VAT act, on completion of project and submit along with the final bill.

B. OTHER TERMS & CONDITIONS

- 1.0 **New Levies / Taxes :** 16.4.1 In case Government imposes any new levy / tax after award of the work during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract. However, this is applicable for contract delivery period only.
- 2.0 **Statutory variations :** Statutory variations are applicable only in the cases of changes in Value Added Tax and Service Tax, during the contract delivery period. The changes implemented by the Central / State Government in the VAT Act / Service Tax during the contract deliver period, viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
- 3.0 **Direct Tax :** BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.
-

GENERAL INSTRUCTION FOR ERECTION OF RAW WATER TREATMENT PLANT

A complete schedule of sequential operation of all the equipment, method of operation, safety aspects etc., is to be prepared by the contractor, well ahead of the start operation of the and it should be submitted for BHEL's approval. Operation of all the equipments shall be subject to inspection and clearance by BHEL / Customer at every stage. Contractor should consult the BHEL engineers whenever any doubts arise on the method or sequence of operation. A log book shall be maintained for recording all the operation activities, procedures, checks and inspection details. This will bear the counter signature of BHEL /Customer's inspector at every stage. It is the responsibility of the contractor to maintain necessary records for the stage inspection, critical checks, etc.

- 1) Contractor shall be responsible for the safe custody of all the equipments and materials supplied by BHEL during the course of handling and erection. Any damage caused to the equipment till the completion of erection shall be set right by the contractor at their cost.
- 2) Whenever the erection of any particular equipment is to be carried out under the supervision of the OEM, Contractor shall give advance intimation to BHEL for arranging the visit of the OEM personal.
- 3) After completion of the erection the area shall be cleaned for all cut-bits, grouting mixtures, left out materials, consumables etc.,
- 4) Necessary rubber sheets must be inserted between the supporting arrangement and the equipment.
- 5) Correct spanners are to be used to avoid damage to nut, bolt/screw heads etc. Adjustable spanners shall not be used.
- 6) Contractor shall arrange to provide all the tools & tackles and consumables required for the smooth operation of DG-Set. Consumables include first fill of lubricants for all DG set to be provided.
- 7) It is the responsibility of the contractor to carry out all the required works for the operation of the plant till completion of the entire work.
- 8) Plant is to be operated continuously. The contractor is expected to provide necessary man power for round the clock operation .
- 9) **SAFETY MEASURES** : The contractor and their employees shall observe all fire & safety regulations of M/s OPAL and shall so organize their work as not to interfere with other works / working of the plant in any manner whatsoever. Before starting any work, contractor shall apply one day ahead for fire & safety permit for excavation, electrical, to Engineer of work/works who in turn will arrange for such permits. The contractor shall make all the precautions given in the permit before starting of the work to the full satisfaction of the Engineer. On account of operational problem it is possible that the clearance and permit may get delayed for which the contractor shall not demand idle labour charges and no such claim will be entertained by BHEL. The safety measures to workmen and supervisors during all types operation. Should be taken as per IS:7205. When any statutory provisions exist, the same shall be complied with in addition to the provisions contained in the above code. Safety barricade wherever necessary are to be put up at his own cost.

10) **PROJECT MANAGEMENT** : The successful completion of any job depends on precise planning and execution. The contractor shall plan and sequence activities such that the project is completed on or ahead of schedule. The contractor shall develop a detailed schedule for the same.

11) **SITE PREPARATORY WORKS:**

The site preparatory works shall involve, but not limited to, the following:

1. Mobilisation of labour, P&M and materials
2. Establishment of site office, labour camp, open storage yards, closed storage yards, local labour rest area and other amenities.
3. Obtaining local / statutory permits and licenses.

12) **SCHEDULE OF WORK**

A detailed network schedule shall be developed by the contractor considering all scope of work within 7 days from the award of work and get approved from BHEL Engineer. The schedule shall clearly indicate the Site preparatory works. Based on the agreed schedule, the contractor shall submit his Schedule of plant & equipment, Schedule of project staff and Schedule of lab our within 10 days from the submission of network schedule.

13) **PROGRESS MONITORING & REPORTS**

The contractor shall prepare the progress monitoring reports based on the formats given by BHEL and get approved from the Engineer. The progress monitoring shall be done on daily basis and shall include the physical progress of works, labour statistics, P&M status, and material issue status and safety statistics. The network schedule shall be updated as per the daily progress update. The Engineer shall organize the progress review meeting as and when required with the contractor. The contractor shall prepare revised catch-up programs for the progress delays or foreseen delays and get it approved from the Engineer. Progress reports shall include copies of photographs (hard & soft copies) as directed by BHEL Engineer at site. All the activities shall be at no extra cost to BHEL.

.

GENERAL CONDITIONS OF CONTRACT

FOR

WORKS

(SECTION – I & II)

ES : F : 010



**ERECTION SERVICES DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406**

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET 632 406
GENERAL CONDITIONS OF CONTRACT FOR WORKS IN ERECTION SERVICES DEPARTMENT OF
BHARAT HEAVY ELECTRICALS LIMITED (RANIPET)

SECTION -I

1. GENERAL INSTRUCTIONS TO BIDDERS

1.1. DESPATCH INSTRUCTIONS:

- 1.1.1.** This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.1.2.** The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.1.3.** Tenders submitted by post shall be sent by “REGISTERED POST WITH 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 is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.1.4.** Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- 1.1.5.** The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt in the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.1.6.** Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- 1.1.7.** Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 1.1.8.** The bidders shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.
- 1.1.9. Discrepancy in Quoted Rates :**
- a. If, in the price structure quoted, there is a discrepancy between the Unit rate quoted and the Total Price (which is obtained by multiplying the unit price by the quantity) due to arithmetical errors, the Unit rate quoted will be considered valid and the Total price will be corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of decimal point in the unit price. In which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b. If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date before which the bidder has to send their acceptance on the above lines. If the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

1.1.10. For the purpose of the tender, the metric system of units shall be used.

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

1.2. QUALIFICATION OF BIDDERS:

Only bidders who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly submitting details of experience along with the offer. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.

1.3. DATA TO BE ENCLOSED:

Full information shall be given by the bidder in respect of the following. Non-Submission of these information may lead to rejection of the offer.

1.3.1. FINANCIAL STATUS:

A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the bidder enjoys or solvency certificate from the concerned Government authority. Information required in Annexure A₇ shall be furnished by the bidder along with the offer.

1.3.2. INCOME TAX CERTIFICATE:

A certificate of Income Tax clearance from the appropriate authority in the forms prescribed there for indicating annual turnover and the Sales Tax clearance certificate from the appropriate authorities as prescribed by the concerned state government, if any. These 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 bidder indicating the particulars, value of each work, the site location, the duration, date of completion, a list of site locations and particulars and value of various services that are under progress. Information required in Annexure –BI & BII shall be furnished by the bidders along with the offer.

1.3.4. ORGANISATION CHART:

The Organization pattern that is presently available with the bidder and that will be employed by the bidder for this work shall be furnished.

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. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign)

1.3.6. IN CASE OF AN INDIVIDUAL:

His full name, address and place and nature of business shall be indicated.

1.3.7. IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by 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 Association are also to be furnished) are to be furnished.

1.3.9. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

1.3.10 Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

1.3.11 A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.

1.3.12 In addition to the above, the particulars required in various annexure shall also be furnished.

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.EMD shall be deposited in cash (as permissible under income tax act), Pay order or Demand Draft (payable at Ranipet in favour of “Bharat Heavy Electricals Ltd.,”) only. No other form of EMD remittance shall be acceptable to BHEL.

1.4.1.2.In case of payment of EMD in the form of Cash, the amount should be remitted by the bidder to the Cash Office of Bharat Heavy Electricals Limited, BAP, Ranipet-632 406 during it's working hours and cash receipt issued shall be enclosed along with the tender.

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 tenders may be retained towards part of Security Deposit.

1.4.4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender.

1.4.5. Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder:

1.4.5.1.Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.

1.4.5.2.Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.

1.4.5.3.After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.

1.4.5.4.Fails to submit SD as indicated in the Letter of Intent.

1.4.6. Earnest Money deposit shall not carry any interest.

1.5. AUTHORISATION AND ATTESTATION:

1.5.1. 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.

1.6. VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. In case the 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 bidders.

1.7. EXECUTION OF CONTRACT:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form (Annexure-D) with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.

1.8. SECURITY DEPOSIT:

1.8.1. Upon acceptance of tender, the successful bidder within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL.

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

1.8.2.1. In the case of work costing up to Rs.10 lakhs – 10% of the quoted value.

1.8.2.2. In the case of work costing Rs.10 lakhs to Rs.50 lakhs – Rs.1 lakh plus 7.5% of the amount exceeding Rs.10 Lakhs.

1.8.2.3. In the case of work costing more than Rs.50 Lakhs – Rs.4 lakhs plus 5% of the amount exceeding Rs.50 Lakhs.

1.8.3. The Security Deposit may be furnished in any one of the following forms:-

1.8.3.1. Cash (as permissible under the income tax act).

1.8.3.2. Payorder , Demand Draft in favour of BHEL.

1.8.3.3. Local cheques of Scheduled Banks, subject to realization.

1.8.3.4. Securities available from Post Offices such as National saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

1.8.3.5. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the companies act. The Bank Guarantee format should have the approval of BHEL (Annexure-E). The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the expiry of 6 Months after the said work is actually completed.

1.8.3.6. 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, account BHEL, duly discharged on the back.

1.8.3.7. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases atleast 50% of the security deposit (as Bank Guarantee or Demand Draft) should be remitted before start of the work and balance 50% may be recovered from the running bills till the full Security Deposit is made up.

1.8.3.8. EMD of the successful bidder may be converted and adjusted against the security deposit on specific request by the contractor.

1.8.3.9. Acceptance of security deposit as per clause 1.8.3.4 and 1.8.3.6 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.

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

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

- 1.8.6** If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 1.8.7** BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

1.8.8 RETURN OF SECURITY DEPOSIT:

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

1.9. REJECTION OF TENDER AND OTHER CONDITIONS

- 1.9.1.** The acceptance of Tender will rest solely with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 1.9.1.1.** To reject any or all of the bidders.
- 1.9.1.2.** To split up the work amongst two or more Bidders.
- 1.9.1.3.** To award the work in part.
- 1.9.1.4.** Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.
- 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 bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires 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 bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.9.5.** If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.
- 1.9.6.** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form are liable to rejection.
- 1.9.7.** Should a bidder or contractor or in the case of a firm or company of contractors one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the

authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

- 1.9.8.** The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 1.9.9.** No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.
- 1.10. NO INTEREST shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.**

SECTION –II

2.1. DEFINITION:

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

- 2.1.1. BHEL or (B.H.E.L Ltd)** shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorised Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 2.1.2. “GENERAL MANAGER”**
shall mean the Officer in Administrative charges of contracting unit of BHEL.
- 2.1.3. “ENGINEER” or “ENGINEER IN CHARGE”** shall mean Engineer who is in-charge for the works referred in Erection Services. The term also includes PROJECT MANAGER, “RESIDENT MANAGER” “SITE ENGINEER “ “ RESIDENT MANAGER” and “ASSISTANT SITE ENGINEER “ of BHEL at the site as well as the Officers in-charge at Head Office.
- 2.1.4. “SITE”** shall mean the place or places at which the plants/equipments are to be erected 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 equipments.
- 2.1.6. “CONTRACTOR”** shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators, successor and permitted assignees.
- 2.1.7. “CONTRACT” or “CONTRACT DOCUMENT”** shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, 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 contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.
- 2.1.8. “GENERAL AND SPECIAL CONDITIONS OF CONTRACT”** shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.
- 2.1.9. “TENDER SPECIFICATIONS”** shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site information and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification..
- 2.1.10. “TENDER DOCUMENTS”** shall mean the General and Special Conditions of Contract(2.1.8) and tender specification(2.1.9).
- 2.1.11. “LETTER OF INTENT”** shall mean the intimation by a letter to the bidder that the tender has been accepted in accordance with provisions contained in that letter. 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 or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.

- 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, machinery, 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, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.
- 2.1.18. “SINGULAR AND PLURAL ETC”** works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.

2.1.19. “HEADINGS”

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

- 2.1.20. “MONTH”** shall mean calendar month, unless specified otherwise in the tender.
- 2.1.21. “WRITING”** shall include any manuscript typewritten or printed statement under the signature of BHEL.

2.2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).

2.3. ISSUE OF NOTICE:

The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

2.4. USE OF LAND:

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

2.5. COMMENCEMENT OF WORKS:

- 2.5.1.** The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2.** If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole 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/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.
- 2.6. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:**
- 2.6.1.** All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.
- 2.6.2.** For Progress running bill payment:
The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.
- 2.6.3.** These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
- 2.6.4.** Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.
- 2.6.5.** All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
- 2.6.6.** Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
- 2.6.7.** The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.
- 2.6.8.** The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9.** If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.
- 2.6.10.** Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.
- 2.6.11.** Final measurement bill shall be prepared in the final bill Proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified 'No Due' and 'No Demand' certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

2.7 RIGHTS OF BHEL

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

- 2.7.1.** To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.
- 2.7.2.** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with 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 to cause forfeiting of 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 :
 - 2.7.3.1.** Contractor's continued poor progress.
 - 2.7.3.2.** Withdrawal from or abandonment of the work before completion of the work.
 - 2.7.3.3.** Corrupt act of contractor.
 - 2.7.3.4.** Insolvency of the contractor.
 - 2.7.3.5.** Persistent disregards to the instructions of BHEL.
 - 2.7.3.6.** Assignment transfer, sub-letting of the contract without BHEL's permission.
 - 2.7.3.7.** Non-fulfillment of any contractual obligations.
- 2.7.4.** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
- 2.7.5.** To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of 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 contracts with their customers are terminated for any reason.
- 2.7.7.** To effect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.
- 2.7.8.** To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- 2.7.9.** To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.
- 2.7.10.** While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.
- 2.7.11.** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

2.7.12. Cancellation of contract in part or full for contractor's default:

If the contractor:

- a) makes default in commencing the work within a reasonable time from the date of handing over of the site and continue in that state after a reasonable notice from Engineer-in-charge.

OR

- b) in the opinion of the Engineer-in-charge at any time whether before or after the date / extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-charge

OR

- c) fails to comply with any of the terms and conditions of the contract or after 7 days notice in writing with orders properly issued there under

OR

- d) fails to complete the work order and items of work as per individual dates for completion and clear the site on or before the date of completion or fails to achieve the progress set out in accordance with the provisions of contract.

The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue to BHEL, cancel the contract as a whole or in part thereof or only such work order items of work in default from the contract. Whenever the Accepting officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the contractor's risk and cost, provided always that in the event of the cost of completion (as certified by Engineer-in-charge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL. If the cost of completion exceeds, the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by General Manager or the same shall be recovered from the contractor by other means. Engineer-in-charge will have power to take possession of site and materials, constructional plant, implements, stores etc there on.

In case BHEL completes the work or any part thereof under the provisions of the contract conditions, then such completion is to be taken in to account in determining the excess cost to be charged to the contractor under this condition and shall consist of the cost of materials purchased and / or labour provided by BHEL, with an addition of such percentage to cover superintendence and establishment charges as may be decided by the General Manager, whose decision shall be final and conclusive.

- 2.7.13.** If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or of the contractor's unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if there after be any balance out standing from the contractor, it shall be recovered in accordance with the provisions of the contract.

- 2.7.14. BHEL shall have the right 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.**

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

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

- 2.8.1.** As far as possible unskilled 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 dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 2.8.3.** The contractor shall comply with all state and Central Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.
- 2.8.4.** The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of 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 other wise as deemed fit.
- 2.8.5.** While BHEL would pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, Inspection Certificate etc., will have to be made by the contractor. However BHEL will not make any payment to Boiler Inspector in connection with contractor's welders qualification/requalification tests etc.
- 2.8.6.** The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 2.8.7.** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 2.8.8.** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.9.** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.10.** All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.
- 2.8.11.** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractors bills/security deposit in one installment.
- 2.8.12.** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 2.8.13.** In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
- 2.8.14.** Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

- 2.8.15.** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16.** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all 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 prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, 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 type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.
- 2.8.18.** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19.** No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 2.8.20.** Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.
- 2.8.21.** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.
- 2.8.22.** Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

2.9. CONSEQUENCES OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means. 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 moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the 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 contract 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 the risks during transit, storage, erection and commissioning.

- 2.10.2.** It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.
- 2.10.3.** If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.
- 2.10.4.** If due to contractor's carelessness's, negligence of non-observance of safety precautions damage to BHEL's /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.
- 2.10.5.** It shall be the responsibility of the contractor to provide security arrangement for the equipment/ materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.
- 2.11. STRIKES & LOCKOUTS:**
- 2.11.1.** The contractor will be fully responsible for the entire dispute and other issues connected with his labour. In the event of the contract labour resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its own labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.
- 2.11.2.** For any purpose 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:
Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic and other similar causes over which the contractor has no control.
- 2.12.2** If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.13 GUARANTEE:

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

2.14 ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of BHEL and if General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager, willing to act as such arbitrator.

The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final conclusive and binding on all parties to this contracts.

In the event of disputes or differences arising between one public sector and a Government Department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE Office memorandum No.BPE/CL/001/76 MAN/2(1.10)76-BPE(GM-1)dated 1st January 1976 or its amendments for arbitration shall be applied.

ANNEXURE –‘D’

**BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
ERECTION SERVICES DEPARTMENT
RANIPET – 632 406**

CONTRACT AGREEMENT

AGREEMENT NO: BAP: ERN : BHE :

DATE:

Name of work :

Name of the contractor with full address :

Amount of tender accepted :

Letter of Intent No. :

Time allotted for completing the work
(date of completion) :

(Officer authorized to sign the agreement)

CONTRACTOR

*CONTRACT AGREEMENT***AGREEMENT No: BAP: ERN : BHE :****DATE:**

This agreement made this day, the _____ of _____ between the Bharat Heavy Electricals Limited, Ranipet having its Registered Office at 'BHEL House' , Siri Fort, New Delhi 110 049 (herein after called the FIRST PARTY) of one part and Messrs. _____ (herein after called the ("CONTRACTOR") of the SECOND PARTY.

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

3. WHEREAS IN PURSUANCE of the said Contractor's Tender having been accepted, the first party has decided to give the above said work to Contractor, and WHEREAS the contract between the parties was concluded by virtue of a letter of intent issued by the First Party under reference. Dt. _____

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

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

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

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

8. That the said contractor shall carry out and complete the execution of the said work to the entire satisfaction of the Engineer within the agreed time schedule.

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

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

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

12. That all charges on account of Octroi, terminal and sales-tax or other duties on materials obtained for the work shall be borne by the said contractor.

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

14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, RANIPET.

15. The contract is subject to RANIPET(TamilNadu) jurisdiction.

16. The document hereto attached viz. shall also form part of this agreement.

17. General Conditions of Contract attached to the Notice inviting tender shall form part of this contract in so far as any thing is not provided specifically in this agreement.

18. In witness hereof the parties have respectively set their signatures in the presence of :

WITNESSES:

(with full address)

1.

2.

**Signature of the Contractor (to be signed by a
Person holding valid power of Attorney of the Company)**

Date:

WITNESSES:

(with full address)

1.

2.

For and on behalf Bharat Heavy Elec.Ltd.

Date:

ANNEXURE 'E'

PROFORMA FOR SECURITY DEPOSIT

THIS DEED OF GUARANTEE made this day of _____ by Messrs. _____ (hereinafter called the Bank) in favour of Messers. BHARAT HEAVY ELECTRICALS LIMITED, RANIPET having its Registered Office at New Delhi (hereinafter called the Principal)

WHEREAS Messrs. _____ (hereinafter called the Contractor) has entered in to a Contract with Bharat Heavy Electricals Ltd., Ranipet arising out of Letter of Intent No. _____ Dt. _____ addressed by the Principal to the Contractor (hereinafter called the said agreement) for

AND WHEREAS the said Agreement provides that the contractor shall pay a sum of Rs. _____ (Rupees _____ only) towards 50% of full Security Deposit to be made in the form and manner therein specified.

AND WHEREAS the Contractor have approached the Bank and at their request and in consideration of the agreement arrived at between the said contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned to the Principal.

NOW, therefore, these present witness that we the Bank by the hand Mr. _____ its lawfully and duly constituted attorney, do hereby undertake to pay to the principal a sum of Rs. _____ (Rupees _____ only) without demur on demand being made by the principal and to keep the principal indemnified to the extent of Rs. _____ by virtue of this guarantee against any loss or damage caused to or suffered by the principal by reason of any breach by the aforesaid contract of any of the terms and or conditions, stipulations or undertakings of any one of them contained in the said Agreement and the tender documents attached thereto and for the payment of any money or moneys payable by the said contractor to the principal under the terms and conditions of the said Agreements (the decisions regarding the breach, loss damage or payment due being solely in the discretion of the Principal).

We further undertake to pay without demur the aforesaid amount in a lump sum on demand or such part thereof as the Principal may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any Court Tribunal or Arbitration Proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the principal, to the Contractor in or fulfilling the said agreement between contractor and the principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said agreement irrespective of whether notice of such change or/variation is given to us or not and claim to receive such notice of any change/and or variation of the terms and or variation of the terms and or/conditions of the said agreement is hereby specifically waived by us. Further we shall not be release from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said agreement by the principal against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any powers or rights, modifications or change made in the said agreement or concessions shown to contractor by the principal is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may hereafter become due to the principal in respect of any liability or obligations of the contractor under the said agreement.

We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the principal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the principal certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee subject to however that the principal shall have no rights under this guarantee after the expiry of six months from the date of completion of the contract (the date of completion shall be as certified by the Principal) unless this guarantee is extended by agreement.

Any claim or dispute arising under the terms of this contract shall only be enforced or settled in the Court having jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu)

And lastly the Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.

The bank hereby declares that it has power to issue this guarantee under that Bank's Memorandum and Articles of Association and the undersigned has power to do so on its behalf under the power of Attorney granted to him by the proper Authorities of the Bank.

Date:

(Name of the Bank & Place)

Seal:

DESIGNATION OF THE AUTHORISED

PERSON SIGNING THE GUARANTEE

SPECIAL CONDITIONS OF CONTRACT

FOR

WORKS

BAP: ERN: SPN: DG-SET: RWTP: 01



**ERECTION SERVICES DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406**

SECTION –III

3.1.1 In case of any class of work for which there is no such specifications as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of BHEL Engineer at the quoted rates only.

3.1.2 The contractor shall make suitable security arrangements including employment of security personnel (round the clock) to ensure the protection of all materials/equipments and works from theft, fire, pilferage

3.1.3 PROGRESS OF DG set operation WORK:

1. During the course of operation, if the progress is found unsatisfactory, or if the target dates are to be advanced, or in the opinion of BHEL if it is found that the operator's employed are not sufficient, BHEL will induct on work their own operators, in addition to Contractor's operators working and recover from the Contractor's bills the charges incurred for engaging the operators with the overheads. This is binding on the Contractor.
2. In case the Contractor's progress is found unsatisfactory, BHEL may deploy unskilled, semi-skilled, skilled operators, Technicians and other required manpower and will assist in improving the progress. All the expenses incurred for, will be recovered from Contractor's bills with overheads.
3. It is obligatory on the part of the Contractor to give daily feed back on progress of erection.

3.1.4 PAYMENTS FOR WORK COMPLETED:

1. The Contractor shall submit his running bills for erection work. The Contractor shall submit his running bills once in a month before end of each month.
2. Subject to any deduction which BHEL may be authorized to make under the contract, the Contractor shall on the certificate of the Engineer at site, be entitled for payment as explained in the payment terms.
3. DG-SET OPERATION:
 - i) 95% of contract rate on prorate basis progressively when the work is completed as per BHEL's instructions
 - ii) 5% of the contract rate on prorate basis after completion of the entire work

3.2 SPECIAL REQUIREMENTS

3.2.1 The entire work of operation of the DG SET shall be completed within the time specified in the time schedule.

3.2.2 The contractor has to indicate their ability in completing the contract in all respects the period mentioned in the time schedule.

3.2.3 As time is the essence of this contract, the contractor shall mobilize adequate manpower for the entire period to complete the work within the stipulated time.

3.2.4 The contractor should be able to mobilize all the tools, plants and consumables necessary for two shifts operation to meet the requirements.

3.3 IMPORTANT GENERAL & SPECIAL CONDITIONS OF CONTRACT :

3.3.1 RETURN OF SECURITY DEPOSIT:

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and their client and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL, handed over / lent to them for carrying out the said works, security deposit will be released to the contractor after deducting all the cost of expenses, if any, under other contracts entered in to with the contractor. It may be noted that in no case the security deposit shall be refunded /released prior to passing of the final bill.

3.4 RIGHTS OF BHEL IN CASE OF POOR PROGRESS OF WORK:

To get the work done through other agencies at the risk and cost of the contractor, in the event of contractor’s poor progress or inability to execute work, persistent disregard to instructions of BHEL, assignment transfer, subletting of contract without the permission of BHEL, non-fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL’s supervision charges and overheads from the security deposit / other dues.

SECTION - IV

- 4.1.2** Completion of work in time.
- 4.1.3** Good quality and accurate workmanship for proper performance of equipment.
- 4.1.4** Repair and rectification.
- 4.1.5** Re-conservation/preservation of all components.
- 4.1.6** Comprehensive Reporting on the progress of the Work on daily basis, attending review meetings with BHEL to monitor and speed up the work and taking steps as directed to speed up the work/ improve the Quality and Safety of the Work.
- 4.2** FACILITIES TO BE PROVIDED AND DEVELOPED BY THE TENDERER AT HIS COST
- 4.2.1** It shall be the responsibility of the contractor to construct his own office shed, stores shed, labour tenements, with all facilities like electricity, water supply, sanitary arrangements in the area allotted to him for the purpose. to various works fronts shall be the Contractor's responsibility and at his cost.
- 4.2.2** Distribution of electrical power from the contractors DG set to the required places observing the safety rules laid down by the Electricity Authority of the State/BHEL/their customer shall be the responsibility of the tenderer /contractor.
- 4.2.3** The Contractor shall provide all materials required for scaffolding, form work and centering wherever necessary for erection should arrange at his cost.
- 4.2.4** Depending upon the nature of work and availability of facilities locally, Contractor may have to arrange for a temporary work-shop for facilitating uninterrupted progress of work.
- 4.2.5** The contractor shall secure and maintain comprehensive including third party insurance for appropriate amount to protect your and our interest against all risk and claims to the men/women or for labour force. If failure in securing the insurance policies in this regard shall not absolve you from reimbursing to us for any loss / damages / injuries or death to any person.
- 4.2.6** The contractor shall be fully responsible for obtaining labour license /approval if any, from State/Central/Local authorities at his own cost and risk.
- 4.2.7** It is the responsibility of contractor to obtain approval from statutory authorities like pollution control board, Factory Inspectorate etc., if necessary.
- 4.3** BHEL reserves the right to reject the use of any gas in case the required purity is not maintained.
- 4.3.1** The Contractor shall submit Weekly / fortnightly / monthly statements / reports regarding consumption of above for cost analysis programme.
- 4.3.1** The Contractor shall ensure safekeeping of the inflammable cylinders at separate place away from normal habit with proper security etc.
- 4.4** BHEL reserves the right to reject the use of any electrodes at any stage, if found defective because of bad quality, improper storage, quality, date of expiry, unapproved type of electrodes etc. It shall be the responsibility of the Contractor to replace at his cost with out loss of time..

4.4.1 Contractor shall submit weekly / fortnightly / monthly statement / reports regarding consumption of electrodes of all types for cost analysis purpose.

4.9 SITE CLEANLINESS AND SAFETY REQUIREMENTS:

4.9.1 During the course of construction, alternation or repairs, scrap lumber with protruding nails, sharp edges etc., and all other debris shall be kept cleared from working areas, passageways and stairs in and around Site. Proper house keeping is the responsibility of the Contractor.

4.9.2 Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safe means shall be provided by the Contractor to facilitate such removal. If this is not done regularly, BHEL will get the job done and debit the cost to Contractor.

4.9.3 The Contractor will notify the Engineer his intention to bring on to site any equipment or any container with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used during the performance of the works and the Contractor shall strictly adhere to such instructions. BHEL Engineers shall have the right to inspect any construction plant and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained.

4.9.4 Where it necessary to provide and/or store petroleum products or petroleum mixture and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant petroleum Act., Explosive Act and Petroleum and Carbide of Calcium Manual, published by the Chief Inspectorate of Explosives of India. All such storage shall have prior approvals of BHEL Engineer. In case any approvals are necessary from the Chief Inspector of Explosives of any other statutory Authorities, the Contractor shall be responsible for obtaining the same.

4.9.5 All the hand lamps used by the contractors workmen shall be of 24V only. Adequate step down transformers should be installed at site to cater to the complete requirement. (230V hand lamps should not be used).

4.9.6 All workmen of the Contractor working in construction areas shall wear safety shoes, safety helmets, & safety belt (with double harness - when working at heights). Contractor shall insure his workmen against all accidents, and the policy shall be presented to BHEL. In case of failure to do so BHEL will arrange the same and the expenditure towards this will be debited to the Contractor including BHEL overheads. In case the Contractor fails to provide necessary safety equipments to workmen, BHEL will provide the same to the workers and recover the cost of equipment along with BHEL overheads.

4.9.7 All the above safety conditions are not exhaustive but gives an idea for the Contractor and the Contractor shall adhere to all the safety precautions given by the BHEL Engineer at Site. Such of those workmen who do not follow safety precautions shall be turned out from Site. They will not be allowed to work until they fulfill safety regulations.

4.9.8 Contractor shall arrange at his cost suitable flood lighting arrangement at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.

- 4.9.9** The Contractor shall be responsible for provision of all the safety notices and safety equipments as enjoined on him by the application of relevant statutory regulations/provisions and/or as called upon by the BHEL Engineer and their client from time to time.
- 4.9.10** The Contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
- 4.9.11** The Contractor shall ensure the safety of all the workmen, material and equipments either belonging to him or to others working at site.
- 4.9.12** It will be the responsibility of the Contractor to ensure safe lifting of the equipments, taking due precaution to avoid any accidents and damages to other equipments and personnel.
- 4.9.13** The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at Site.
- 4.9.14** All the Contractor's Supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the Contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of safety measure.
- 4.9.15** Contractor shall provide enough fire fighting equipment of the types and numbers at his office, temporary structures, labour colony area etc. Access to such fire fighting equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the Contractor of any of his responsibilities and liabilities to fire accident occurring.
- 4.9.16** The Contractor shall at his cost remove from the vicinity of work, all scrap packing materials rubbish unused and other materials and deposit them in places specified by BHEL engineer to keep the work Site clean and tidy.
- 4.9.17** For this purpose the mechanical completion of erection work shall be deemed to be completed in all respects only when the trial runs of motors and gas tightness tests are completed and certified so by BHEL Engineer. The decision of BHEL in this respect shall be final and binding on the contractor.
- 4.9.18** The commissioning of the unit shall be deemed to be completed in all respects only when all the equipments are tested and commissioned and the Unit is ready for commercial operation.
- 4.10 PRICE ESCALATION:**
- 4.10.1** The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates is allowed under any circumstances.
- 4.10.2** However, Contractor shall maintain sufficient work force and other resources required for the job completion expeditiously for entire contractual period including total extended period.
- 4.10.3** In case due to unforeseen circumstances and due to reasons not attributable to the Contractor, the work gets delayed and completion time gets extended as per Bar Chart from the date of actual start of work at Site, the Contractor shall not be entitled for any over run compensation for a period of first 3 months after the Contractual completion date. However, the contractor shall be paid over run charges for extension in the completion period beyond 3 months as stated above and for reasons not attributable to the Contractor. This shall be mutually discussed and settled at that time.

SPECIAL CONDITIONS OF CONTRACT**SECTION – V****7.0 GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

- 7.1 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 7.2 Those bidders who have given their acceptance for reverse auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the reverse auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extent guidelines in vogue.
- 7.3 **In case BHEL decides to go for reverse auction, the H1 bidder (which quote is highest in online sealed bid) may not be allowed to participate in further reverse auction process.**
- 7.4 BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
- 7.5 In case of reverse auction, BHEL will inform the bidders the details of service provider to enable them to contact and get trained.
- 7.6 Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
- 7.7 Bidder have to fax the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the bidder will not be eligible to participate in the event.
- 7.8 BHEL will provide the rate schedule (e.g. EXCEL sheet) for the vendor to enable them to fill-in the price and keep it ready for keying in during the auction. In the event of discrepancy in rate and amount against any item of work, the least of the two will be taken for bid price. In case of discrepancy between the total price indicated in price bid and the arithmetic sum arrived based on rate quoted, then also the least of the two will be taken for the bid price. The bids are compared on the total price quoted and NOT on individual ITEM of works.
- 7.9 Reverse auction will be conducted on scheduled date & time.
- 7.10 At the end of reverse auction event, the lowest bidder value will be known on the auction portal.
- 7.11 The lowest bidder has to fax or email the duly signed and filled-in prescribed format for price break-up including that of line items, if required, as provided on case-to-case basis to BHEL through Service provider within two working days of auction without fail.
- 7.12 Opening bid in reverse Auction: The opening bid (in the reverse Auction) of the bidders shall be same as that quoted in their final sealed price submitted to BHEL(along with Technical offer). The bidder shall confirm in writing to BHEL that their opening bid (in reverse auction) shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical Bid (Patr-1).If any bidder offered a unsolicited discount or rebate, in separate cover etc. in any place other than the sealed price bid, then the opening price bid in reverse auction, by such a bidder in Reverse Auction, shall be the price offered in final sealed

price bid submitted (against this NIT) minus discount offered in any place other than the sealed price bid.

- 7.13 BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.
- 7.14 In case the process of reverse auction is found unsuccessful by BHEL, then BHEL at its discretion may decide to call the L1 bidder of reverse auction for further negotiation.
- 7.15 Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
- 7.16 In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the Price Bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 7.17 The bidders shall be required to read the Terms & Conditions section of the auction site of service provider, using the login id and password given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the business rules of the reverse auction, which will be communicated before the reverse auction.
- 7.18 If the bidder or any of his representatives are found to be involved in price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines shall be initiated by BHEL and the result of the RA scraped / aborted.
- 7.19 The bidder shall not divulge either his / her bids or any other exclusive details of BHEL to any other party.
- 7.20 Only those vendors, who participate in the Online Initial Opening Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
- 7.21 Price bids offered by the bidders during reverse auction process is considered as an offer to execute the work. Bids once made by a bidder cannot be cancelled/withdrawn and bidders shall be bound to execute the work at the final bid price. BHEL shall take appropriate action if the bidder fails to do so.

STATUTORY REQUIREMENT

OF

CONTRACT

(FORMATS & PROCEDURES)

ES : F : 009



R 05- 275

ERECTION SERVICES DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406

**BHARAT HEAVY ELECTRICALS LIMITED
BOLIER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET –632 406.**

TENDER SPECIFICATION NO. BAP : ERN : OPAL : RWTP: D G SET : C : 244

CHECK LIST

Bidders are required to fill in the following details:

- | | |
|---|-------------------|
| 1. a. Name of the Bidder | : |
| With address,
Phone No., Mobile No., Fax and e-mail. | |
| b. Nature of Firm | : |
| 2. Whether EMD submitted as per tender
Specification Terms and conditions | : YES / NO |
| 3. Validity of offer (offer shall be kept valid for
acceptance for a period of minimum 6 months) | : YES / NO |
| 4. Whether Bidder visited the erection Site and
acquainted with Site Conditions before quoting | : YES / NO |
| 5. Whether the following details are furnished. | |
| a. Previous Experience – Photocopies as in QR | : YES / NO |
| b. Present assignments | : YES / NO |
| c. Organization chart of the Company | : YES / NO |
| d. Financial status of the Company | : YES / NO |
| e. In case of Company, proof of
registration of the Company | : YES / NO |
| f. Memorandum and Articles of Association of
Company / copy of Partnership Deed. | : YES / NO |
| g. Profit and Loss Account For the last three Years | : YES / NO |
| h. Balance sheet for the last three years | : YES / NO |
| i. Income Tax clearance Certificates | : YES / NO |
| j. Solvency Certificate from a Nationalized Bank | : YES / NO |
| k. Power of Attorney of the person signing the tender
duly attested by a Notary Public | : YES / NO |

- l. Names and addresses of Directors, Partners their Experience and qualification : YES / NO**
- m. Manpower Organization chart and Tools list with deployment plan at Site for satisfactory completion of work under this specification : YES / NO**
- n. EPF registration No. (with a copy of certificate) : YES / NO**
- o. Service Tax registration No. (with a copy of certificate) : YES / NO**
- p. E- payment acceptance as per appendix. : YES / NO**
- q. Rate schedule as per the schedule appended : YES / NO**
- 6. Whether the Bidder is conversant with local labour laws and conditions : YES / NO**
- 7. Whether the Bidder is aware of all safety Rules and codes. : YES / NO**
- 8. Whether the declaration sheet (as per appendix enclosed) filled : YES / NO**
- 9. Whether the erection schedule (as per appendix enclosed) furnished : YES / NO**
- 10. Whether all the pages are read, understood and signed : YES / NO**

SIGNATURE OF BIDDER

NOTE : The Bidders are requested to peruse the Tender Specification terms and conditions carefully and furnish the above information also in detail as required.

OFFER OF THE BIDDER
(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)

To

The Dy. General Manager
 Erection Services Dept,
 Bharat Heavy Electricals Limited,
 Boiler Auxiliaries Plant,
 Indira Gandhi Industrial Complex,
 RANIPET –632 406. (TAMIL NADU).

Sir,

I/We hereby offer to carry out the work detailed in the Tender Specification No. BAP : ERN : OPAL : RWTP: DG-SET : C : 244 issued by M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Ranipet in accordance with the terms and conditions thereof:

I/ we have carefully pursued the following documents connected with the above work and agree to abide by the same. We herewith confirm that we have visited the site of work at Opal Dahej, Gujrat.

- a. General terms and conditions of work (ES: F: 010)
- b. Statutory requirement of Contract (ES: F: 009)
- c. Special conditions of Contract for DG SET works (BAP:ERN:SPN:D G SET : RWTP:01)
- d. Tender Specification no. : BAP: ERN: OPAL : RWTP: DG-SET : C : 244
- e. Special Instructions to Bidder
- f. General terms and conditions of Reverse Auction.
- h. Other sections, appendices, annexure, and schedules.

I/We have deposited / forwarded herewith the Earnest Money Deposit in the form prescribed and as stipulated in Clause No.1.4. of the General Conditions of Contract for Works towards the Earnest Money Deposit for a sum of **Rs.60,000/- (Rupees Sixty Thousand only)** vide Pay Order No.....Dt..... 2014 / Demand Draft No.....dt..... 2014 which shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit such additional sum, within the stipulated time as may be indicated by BHEL, which along with the sum of **Rs.60,000/-** mentioned above, shall make up the Security Deposit for the work as provided for in clause 1.8.2 of the General Conditions of Contract for Works.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as indicated in the Annexure enclosed thereto.

SIGNATURE OF BIDDER:

Place:

ADDRESS:

Date:

WITNESSES WITH FULL ADDRESS

SIGNATURE	NAME	ADDRESS
1)		
2)		
3)		

TENDER SPECIFICATION No. : BAP: ERN : OPAL : RWTP: DG-SET : C : 244

(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)

CERTIFICATE OF NO DEVIATION

I / Weof M/s

Hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am / We are agreeing to all the terms and conditions mentioned in the Tender Specification (No. : BAP: ERN : OPAL : RWTP: DG-SET : C : 244).

Date :

SIGNATURE OF THE BIDDER

TENDER SPECIFICATION No. : BAP: ERN: OPAL : RWTP: DG SET : C : 244

(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)

DECLARATION SHEET

I,
hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BAP: ERN:OPAL:RWTP:DG-SET:C:244are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications. Further certify that I am duly authorized representative of the under mentioned Bidder and a valid power of Attorney to this effect is also enclosed.

BIDDER'S NAME AND ADDRESS:

AUTHORISED REPRESENTATIVE'S SIGNATURE
WITH NAME AND ADDRESS

FINANCIAL VIABILITY

1. **Owner's Capital in the business**
(In case of Partnership please : Rs.
Mention percentage of shares and
Amount)
2. **Quantum of business done during : Rs.**
Last three financial years.
 - 1.
 - 2.
 - 3.
3. **Value of Fixed Assets of the : Rs**
business in last three years
 - 1.
 - 2.
 - 3.
4. **Guarantee limits (if any) : Rs.**
Enjoyed by the firm
5. **Overdraft limits (if any) : Rs.**
Enjoyed by the firm
6. **Income Tax paid during the last
three Years : Rs.**
7. **Please state whether audited :
profit and Loss Account and
Balance Sheet for last 3 Years
and Solvency Certificate are
Enclosed.**

Signature of the Bidder

ORGANISATION STRUCTURE

1. **Management structure of the firm:**
Whether public limited / Private Limited / Sole Proprietorship / Partnership.
2. **Details of the staff presently on permanent rolls of the organization.**
 - a) **Engineering / Supervisory Staff.**
Quote Experience in types of works as well as number of years in each.

Sl. No.	Name and Designation	Qualification	Experience	Proposed to be deployed at Site for this job	Remarks if any

Signature of the Bidder

FACILITIES FOR STAFF & WORKERS AT SITE

1. ACCOMMODATION:

a) For Engineer / Supervisor / other staff

Sl. No.	Category	Type of accommodation	Facilities provided	Remarks if any
----------------	-----------------	------------------------------	----------------------------	-----------------------

b) No. of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen.

1. MEDICAL:

2. CONVEYANCE:

3. OTHER AMENITIES:

Signature of the Bidder

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS IN THE LAST SEVEN YEARS

Sl. No.	Details of Jobs executed / In progress With location of projects	Financial value of the contracts	Number of Strikes / work stoppages with duration and mandays Lost during Execution of job	Number of accidents (fatal / Minor)	Details of insurance provided for the workers for accidents / deaths	Details of safety equipments provided to workers
1	2	3	4	5	6	7

Signature of the Bidder

B – II

(FOR RWTP PROJECTS ONLY)

Sl. No.	Name of the Project with unit capacity	Date of letter of Intent	Date of start of erection	Date of collecting electrode Loading	Trial run of rapping motors	Date of air tightness test	Date of GD test	Testing & commissioning
1	2	3	4	5	6	7	8	

Signature of the Bidder

APPENDIX – I

(To be filled by Bidder and submitted along with Tender document)

S.No.	PARTICULARS	YES	NO
01	SERVICE TAX		
a.	Service Tax Registration No. of Bidder (copy to be enclosed)		
b.	Issue of Service Tax Invoice as per Rule 9 of Cenvat Credit rules 2004		
c.	Whether Bidder is taking Service Tax Credit for their Inputs		
d.	Under which Service Head is Service provided		
e.	If Service Tax is Exempted , furnish reasons		
f.	BHEL Service Tax Registration No. (To indicate in your Invoice) : AACB/4146/PST/008		
02	INCOME TAX		
a.	PAN No. of Bidder		
b.	If Exempted , furnish exemption Certificate		
c.	PAN No. of BHEL : AAACB/4146/P		
03	WC ST		
a.	CST Registration No.		
b.	VAT Registration No.		
c.	Whether Bidder is availing VAT Credit		
d.	If Exempted , furnish Reasons		
	NOTE :		
	1. Erection & Commissioning Part : Rates Quoted for shall be clearly indicated that they are INCLUSIVE of all Taxes & Duties except service tax. The Contractor has to issue invoice accordingly. Also refer clause 16.0 of Tender specification.		
	2. Supply Part : Not applicable		
	3. Payment will be made only through e-payment to your account. Payment through Cheque / DD payment will not be made by BHEL.		
Bidder has to submit Banker's Certificate as per format specified in APPENDIX- IV.			
Agreed to the Above Conditions			
Signature of the Bidder :			

APPENDIX – II**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR	
02	VENDOR CODE (as in Work Order)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's)
signature Under Bank stamp
Authorisation No. _____

Note: This EFT form is to be submitted duly filled in manually in all fields and dully signed by Authorized Signatory and certified by Banker

APPENDIX – III**Certified by Chartered Accountant on letter head**

This is certify that M/s,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (part-II) dtd :.....
 Category:.....(Micro/Small).(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date
 as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated 5, 2006 :
 Rs..... Lakhs
2. **For Services Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
 Rs..... Lakhs

The above investment of Rs..... Lakhs is within permissible limit of
 Rs..... Lakhs for Micro/Small (**Strike off
 which is not applicable**) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant