

TENDER DOCUMENT

TENDER SPECIFICATION No : **BAP : ERN : RSP : ESP : MH : C : 236**
DATED 29.08.2013

NAME OF WORK:

MATERIAL HANDLING WORK, INVOLVING RECEIPT, UNLOADING, STACKING, ISSUE OF MATERIALS ETC. AT SITE STORES/ STORAGE YARD, FOR THE REPLACEMENT OF PROCESS ELECTROSTATIC PRECIPITATORS (ESP) AT **SINTER PLANT -1, ROURKELA STEEL PLANT, SAIL, ROURKELA** USING CONTRACTOR'S OWN TOOLS AND PLANTS, CRANES , CONSUMABLES, MANPOWER ETC.

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: RSP : ESP : MH : C : 236
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**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET – 632 406**

ERECTION SERVICES DEPARTMENT

SPECIAL INSTRUCTIONS TO BIDDERS

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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 consumables, tools & tackles and **all the required Cranes (12 / 14 MT Mobile cranes)** cutting and welding machines, etc. are to be provided by the contractor.
5. **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.
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. The bidders shall submit the duly filled up **Formats** given in the this tender document, along with the offer.
8. Time is the essence of the contract and all the resources required for completion of work in the stipulated time period and avoid any demurrage / penalties.
9. 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.
10. **No Special tools are envisaged to be provided by BHEL.**
11. 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.
12. The bidder should mobilise maximum labour force from the local area of work.
13. These Tender Documents are not transferable.
14. 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.

15. ADDRESS FOR SUBMISSION / POSTING OF BID DOCUMENTS

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

16. Address for communication, clarifications etc.

**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**

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 SPECIFICATION NO. : **BAP:ERN:RSP:ESP:MH:C:236** DATED 29.08.2013
2. **NAME OF THE WORK** : **MATERIAL HANDLING WORK**, INVOLVING RECEIPT, UNLOADING, STACKING, ISSUE OF MATERIALS ETC. AT SITE OFFICE / STORES/ STORAGE YARD, FOR THE REPLACEMENT OF PROCESS ELECTROSTATIC PRECIPITATORS (ESP) AT SINTER PLANT -1, ROURKELA STEEL PLANT, SAIL, ROURKELA USING CONTRACTOR'S OWN TOOLS AND PLANTS, CRANES , CONSUMABLES, MANPOWER ETC.
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.
 - 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 SPECIFICATION DOCUMENTS	31.08.2013 To 21.09.2013
b.	PRE- BID MEETING	Not applicable
c.	DUE DATE AND TIME FOR SUBMISSION OF OFFER	21.09.2013 at 14.30 Hrs.
d.	DATE & TIME OF OPENING OF TECHNICAL BID	21.09.2013 at 15.00 Hrs.

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

5. **PRE BID MEETING** : Not Applicable
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.
 - 6.1 In case the opening of the tender is a non-working day then the opening will be take place on the next working day.

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 by 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. Acceptance of any bid shall be subject to the approval by BHEL's Customer.
12. BHEL reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.
13. 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.
14. 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.
15. BHEL will operate CPSE purchase preference policy as applicable.

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

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

- a. Bidder must have successfully executed Material Handling or Erection of equipment in industries like steel plants, Refineries, Cement plants, Thermal Power plants, Captive power plants etc., in the last seven years as on 31.07.2013 as follows.
 - (i) One work of atleast Rs.18.50 lakhs in a single work order.
 - (ii) Two works of atleast Rs.11.60 Lakhs each.
 - (iii) Three works of atleast Rs.9.30 Lakhs each.

(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.

17. Material Handling work mentioned in 16.0 above should involve receipt and unloading of materials. Erection of equipment mentioned above includes Retrofitting / revamping works also.
18. **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.
- (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.
19. **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.
20. 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.**
21. 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 (Forms and Formats). The bidder may have to produce original documents for verification, if so desired by BHEL.
22. Offers received with any deviation or without relevant information are liable to be rejected.
23. Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected.
24. **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.
25. **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.
26. **REVERSE AUCTION (RA):** BHEL Reserves the right to adopt the process of **Reverse Auction** (ON LINE BIDDING on INTERNET) among the bidders who are found to be qualified on the basis of technical bid. Refer the **General Terms and Conditions of reverse auction** in SECTION-VIII. No extension of time on this account will be entertained for bid submission.
27. 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.
28. **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. The bids which meet the qualifying requirements will only be further considered for Price Bid Evaluation.

29. 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.
 30. **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.
 31. 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".
 32. **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.
 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 Conditions of Contract
 - e. Special Conditions of Contract
 - f. General Conditions of Contract
 - g. Forms & Procedures
 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.
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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 superscribed 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 (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 superscribed and submitted to **THE MANAGER, CIVIL TOWNSHIP, BHEL, Ranipet** at the address given in “Special Instructions to Bidders ” on or before the due date.
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TENDER SPECIFICATION NO. : BAP:ERN:RSP:ESP:MH:C:236**PROJECT INFORMATION**

1. Purchaser and Owner : M/s. ROURKELA STEEL PLANT (SAIL),
ROURKELA
2. Location : **PROCESS ESP**
SINTER PLANT – I
ROURKELA STEEL PLANT
ROURKELA, ODISHA.
3. Nearest Railway station : Rourkela
4. Air Quality : Normal Power Plant conditions
5. **Climate & Limitation to work**

	Description	From	To
Season (months)	Summer	March	May
	Rain	June	September
	Winter	Dec	Jan

Monthly Wind, Rainfall and Temperature				
Month	Avg. Rainfall (mm)	Avg. Wind Velocity (m/s)	Atmospheric Temperature (deg c)	
January	5.12		24.7	8.7
February	18.52		27.2	11.6
March	3.74		33.5	15.7
April	23.2		38.8	21.5
May	40.02		40.9	25.3
June	199.02		38.5	26.8
July	380.46		33.2	25.2
August	385.36		32.5	24.9
September	265.72		32.7	24
October	44.66		32.1	20.1
November	18.48		29.2	14.3
December	8.54		25.5	9.4

Above Data collected from : India Meteorological Department (<http://www.imd.gov.in/>)

Highest parameters recorded	Value	Month
Peak Rainfall (mm)	385.36	August
Peak Wind velocity(m/s)	39	
Highest Temperature (deg)	40.9	May
Lowest Temperature (deg)	8.7	January

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.

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TENDER SPECIFICATION

TENDER SPECIFICATION NO. BAP:ERN:RSP:ESP:MH:C:236

- 1.0 SCOPE OF WORK :** The scope of work Receipt of materials, Unloading, Stacking & issue as per instructions of BHEL Engineer at site using contractor's own tools and plants, cranes, material handling equipment, consumables, manpower etc. The scope of work also includes providing manpower assistance for operation of BHEL site office. The detailed scope of work is further explained herein under and in the SPECIAL CONDITIONS OF CONTRACT.
- 2.0** The detailed scope of work is further enumerated herein under and in the SPECIAL CONDITIONS OF CONTRACT.
- 2.1 Hiring / providing of the required number of Mobile Cranes (12MT / 14 MT) is in the contractors scope of work.**
- 2.2 Maximum Weight of a single component to be handled shall be 5 MT.**
- 2.3 The list of Major Tools & Tackles to be deployed at site is given in Annexure-I.**
- 2.4 The details of manpower assistance for BHEL site office is given in the Special conditions of contract, section-IV.**
- 2.5** The materials supplied by BHEL shall include, but not limited to, the following.
- a. Support columns, Casing panels, Hopper plates, slide bearings, geared motors, outer roof, inner roof, roof beams, inlet/outlet funnel plates, Structural steel etc.
 - b. Collecting Electrode bundles, emitting electrodes, frames etc.
 - c. HVR Transformers, Electrical Panels, Instruments, Controllers, Cables, cable trays, illumination & ventilation materials, earthing materials etc.
 - d. Conveyor equipment and its accessories, drives, valves etc.
 - e. Insulation Wool, Cladding sheet, fixing components etc.
- 2.6** The scope of work shall include providing the required quantity of wooden sleepers and proper stacking of materials after receipt / verification as per instructions of BHEL site Engineer.
- 2.7** BHEL / Customer stores / storage yard shall be close to the Sinter plant-1 area.
- 2.8** After completion of unloading work, all the materials/equipment removed/shifted shall be placed back in their original locations or at locations as instructed by BHEL.
- 3.0 ROUND THE CLOCK WORK :** The ESP replacement work is to be carried during shutdown of the running plant and the relevant works have to be completed within the planned shutdown. This will call for executing unloading work with enhanced resources and round the clock. The contractor shall provide labour amenities, necessary safety gadgets etc for the manpower during late hours. The bidder shall consider all such contingencies in their offer.
- 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 for execution of the work. All required resources including derricks, winches, wire ropes and tackles, etc are to be arranged by the contractor only. Higher capacity crane/s required for completion revamping work within the stipulated period shall be

arranged by the contractor at no extra cost to BHEL. The quoted rate shall consider all the eventualities that may arise during such works.

6.0 CONSTRUCTION POWER & WATER : Required power and water for the contractors use at site shall be provided by BHEL on FREE OF CHARGE at one point only (within 500m). Necessary power cabling from the source to distribution boards, energy meters 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 SAIL - RSP, 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 :

a. The contractor shall arrange to print all materials management forms, daily labour progress reports, and all other forms & reports etc., as indicated / instructed by BHEL and customer's HSE plan and project site rules. The Contractor shall depute well experienced site engineers who shall liaise with BHEL and clients, coordinate all resources and complete the work satisfactorily.

b. Work Progress Reports shall be accompanied by Photographs (both hard & soft copies) as directed 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 to the extent of PLUS or MINUS 15% of the scheduled quantities, as per site conditions (except for **Sl. Nos. B**, for which the quantities may vary beyond 15%).

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 : Rates quoted shall include all royalties, taxes, terminal taxes, Octroi, duties, Sales Tax on Works Contract, Entry Tax, 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.

15.1 SERVICE TAX

15.1.1 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.

15.1.2 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.

15.1.3 Section-A 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.

15.1.4 Section-B Supply of Labour Service:

- a. Bidders have to quote full Service Tax payable in the Price bid format included in the Bid document. Out of Full Service Tax amount indicated by the Bidder, 25% of the same shall be considered for evaluation of offers in the case of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons. For Other Bidders full Service Tax quoted shall be considered for evaluation.
- b. In such cases of successful Bidder being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, 25% of the Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence i.e. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan. For others Service Tax quoted in the Price Bid will be considered for reimbursement against valid documentary evidence i.e. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan.
- c. In such cases of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, Service Tax payable by BHEL as receiver of supply of manpower Service i.e. 75% of the Service Tax payable for the service on quoted price, by BHEL @ **9.27%** presently, shall be added to arrive at the total cost to BHEL for each bidder for the purpose of evaluation of Bids.

15.2 Work Order for Man Power Supply shall be released separately to facilitate the application of Service Tax rules.

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 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 : The payment terms are indicated in SECTION-III (Cl.3.3) & SECTION- IV (Cl.4.6). of the Special Conditions Contract (SCC) enclosed.

17.0 PERIOD OF CONTRACT / DURATION OF WORK : **The total duration for the tendered scope of retrofitting work is 07 (Seven) Months. The time period shall commence from date of receipt of first ESP component at site ESP.** The work shall be commenced as per instructions of BHEL site Engineer.

17.1 Tentative Time period of work : End September 2013 to April 2014.

18.0 LIST OF TOOLS & TACKLES : The list of Tools and tackles, cranes etc proposed to be deployed by the contractor shall be given along with the offer.

19.0 G.A Drawing : Not Applicable.

20.0 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.

21.0 EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS: Not applicable.

22.0 OVER-RUN COMPENSATION (ORC): Not applicable.

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

- a. List of Major Tools & Tackles to be deployed – (Annexure- I)
 - b. Statutory requirement of contract (Forms & procedure) (ES:F:009)
 - c. General terms and conditions of work (ES:F:010)
 - d. Special Conditions of Contract for Material Handling works (BAP:ERN:SCC:MH:01–SECTION-III)
 - e. Special Conditions of Contract – (Section –IV)
 - f. General Terms and Conditions for REVERSE AUCTION (SECTION-V)
 - g. Appendix-I and II.
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ANNEXURE - I**LIST OF MAJOR TOOLS & TACKLES TO BE ARRANGED / DEPLOYED BY CONTRACTOR BEFORE COMMENCEMENT OF WORK.**

This is only an indicative list of minimum quantities to be deployed at site. All the tools & tackles, equipment etc. that are required for completion of the work within the scheduled time period shall be arranged by the contractor. All safety equipment required for this work shall be arranged by the contractor. All safety regulations of BHEL/their client M/s.SAIL - RSP must be followed by the contractor during the erection work.

Sl. No.	Description	Minimum Quantity to be deployed at site
01	Mobile crane (Minimum 12 MT capacity)	01 No.
02	Welding Tranformers / Rectifiers with accessories	01 Set.
03	Gas cutting set	01 Set
04	Power distribution Board, Switch board with extension wire	01 set.
05	WOODEN SLEEPERS	50 Nos.
06	Slings, D-Shackles, Rope etc.	01 Set.

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 are 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~~s~~ required in Annexure A~~7~~ 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 Organisation 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), Payorder 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 informations 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 calender 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.

2.8. 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 Messers. _____ (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

MATERIAL HANDLING WORKS

BAP:ERN :SCC :MH: 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**SPECIAL CONDITIONS OF THE CONTRACT FOR UNLOADING AND TRANSPORTATION WORKS****3.1 RESPONSIBILITIES OF THE CONTRACTOR & SCOPE OF WORK**

- 3.1.1** Unloading of electrostatic precipitator components with connected ducts, cables, cable Trays, Electrical panels, all accessories and miscellaneous equipments including insulation & any other materials required for erection from Railway Wagons/Trailors /Lorries at the Railway Siding/ Railway Station/ Transport Godowns, Re-loading at Siding/ Godowns and transportation to storage yard/work site using Contractor's own cranes, tractors, trucks, lorries, trailers and other unloading and transporting equipments (having valid permits for their operation) unloading at storage yard and stacking, handling at storage yard for verification and restacking after verification shall be the responsibility of the contractor under this contract
- 3.1.2** It would be responsibility of the contractor to keep in contact with the BHEL authorities at site to find out the arrival of the consignment. The Railway receipt/Lorry Way Bill/ Truck Way Bills for the consignments shall be furnished by the Contractor immediately on receipt.
- 3.1.3** The Contractor is required to find out from Transport authorities regarding arrival of consignment prior to the receipt of consignment note, if any and take delivery of the same on 'Indemnity Bond'. Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignments is furnished by the Contractor. Similar arrangements in respect of consignment received by road also shall be taken care by the Contractor.
- 3.1.4** Payment of all demurrages/wharfages that results due to Contractor's fault would be the responsibility of the Contractor and to his account. If BHEL have to make payment of demurrage/wharfage together with the freight, the amounts so paid as demurrages/wharfages for the reasons stated above shall be paid by the Contractor forthwith or would be recovered from the bills of the Contractor.
- 3.1.5** It would be the responsibility of the Contractor to examine the packages, consignments etc., on arrival and bring to the notice of transport Authorities and BHEL Authorities regarding loss/damages, if any, observed in the consignments proposed to be taken delivery of. Before taking delivery, particularly of consignments in "smalls" the weight of the package shall be checked with the invoiced weight of the packages and any discrepancies shall be reported immediately to BHEL/Transport Authorities. In case it becomes necessary to take open delivery from the authorities, Contractor should make all arrangements for taking open deliveries. All expenses connected there with shall be to the account of the Contractor. Any loss that may accrue to BHEL on account of such failures shall be debited to the Contractor's account and recovery effected from his progress bills.
- 3.1.6** Any discrepancy/shortage/damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the Contractor and the amount liable to be lost by BHEL on such account is recoverable from the Contractor.
- 3.1.7** In case of apparent damages/shortages to/in consignments/packings noticed by the Contractor, such cases shall be brought to the notice of BHEL and cleared only with their knowledge/approval.
- 3.1.8** CONSIGNMENTS coming on Sundays and holidays are also required to be handled by the Contractor. Since the offices and godowns will probably remain closed on these days it will be the responsibility of the Contractor to contact the site Engineer/his authorized representative of BHEL at their residence and obtain instructions.

- 3.1.9** BHEL reserves the right to recover from the Contractor any loss which arises out of undue delay/discrepancy/shortage/damage or any other causes during transit from the godowns of any lorry depot and BHEL Stores or during unloading at lorry head or during stacking or any time in the custody of the Contractor.
- 3.1.10** 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 and any other damage and loss at stores/Storage yards till the contract is getting over. The contractor will be responsible for receipt and issue of materials and will maintain proper records in prescribed proforma of BHEL. The materials shall be accounted properly by the contractor on completion of contract.
- 3.1.11** Unloading from Transport equipments, re-loading and transportation, unloading at storage area of heavy/sophisticated equipment like motors, bearings, electrical panels etc., shall be done in the presence of and as per the direction of BHEL's representative, including stacking and restacking if necessity arises.
- 3.1.12** Certain packages are likely to be received by BHEL by passenger trains. The relevant parcel way bills will also be handed over to the Contractor for clearing the same from the Railway parcel office. It is the responsibility of the Contractor to clear the same at railway parcel office, transport and handover to BHEL authorities at site, under the scope of this contract. Consignments coming by road, shall also be similarly cleared, transported and handed over to BHEL authorities at site, under the scope of this contract.
- 3.1.13** Since the Consignments are expected to arrive during any time of the day, contractor shall have his workmen round the clock at site as well other places required to unload the materials. Contractor's quoted rate shall include all such contingencies.
- 3.1.14** Under the scope of this contract, it shall be the responsibility of the Contractor to provide facilities to open the package in the presence of BHEL Engineers, verifying the same, re-packing wherever and whenever necessary, properly stacking them as may be directed by BHEL so as to facilitate proper handling and verification.
- 3.1.15** The required bush clearing, filling, drainage etc. to facilitate access to materials in the storage area etc. shall be carried out by the Contractor at his own cost as directed by the Engineer.
- 3.1.16** ESP components designated for covered storage, field connection materials, motors, equipment, paint, cement etc., shall be stored on well designed racks and platforms off the ground.
- 3.1.17** All the materials shall be stored 6" above the ground level using concrete or wooden sleepers or wooden logs. No material shall be allowed to remain on ground at any time. Materials shall not be stacked in low lying areas, where it is likely to get flooded during rain. Wooden/concrete sleepers and tarpaulins wherever deemed necessary, shall be provided by the Contractor at his own cost.
- 3.1.18** Stacking of the materials shall be done as per the instruction and to the satisfaction of BHEL Engineers. The materials shall be so stacked that it should facilitate easy handling during erection. In case any negligence or improper stacking is noticed, it shall be the responsibility of the Contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the cost from the Contractor. The stacking should be done in such a way not to cause damage to the materials. On occurrence of damages, the tender should rectify the defect at his own cost.

- 3.1.19** The necessary lifting tackles, tools, wire rope slings of suitable capacities and other equipment incidental to carry out this work shall have to be arranged by the Contractor himself. All such lifting tackles and equipment shall be approved by BHEL, before they are actually used for works.
- 3.1.20** The Contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to Contractor's lapse shall have to be made good by the Contractor.
- 3.1.21** If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees or any other property belonging to BHEL or their client or to any part of erected equipment, stores components etc., the Contractor shall make good the same at his own expense or in default, the site Engineer may cause the same to be made good by other workmen or by other means and deduct the expense (of which the site Engineer's decision is final) from any sums that may be then or at any time thereafter become due to the Contractor or from his security Deposit or any other money due.
- 3.1.22** BHEL will carryout periodic stock verification of materials with respect to receipt and issue records. The bidder should make available all records in proper form, for easy verification by BHEL officials. In case any shortage, pilferage, the bidder should take all action for replacing the shortages, otherwise BHEL will replace and recover the cost of materials with BHEL overheads from the bills of the Contractor.
- 3.1.23** The contractor should note that all damages/shortages etc., in the lorryway bill/RRs while receipt of materials. Any damages observed on the materials subsequently that are not noted on the LWBs/RRs will be deemed to have been occurred during unloading and stacking of materials and the bidder shall rectify the damages at his cost and risk.
- 3.2** LABOUR AND SUPERVISORY STAFF
- 3.2.1** The contractor shall engage especially skilled labour, e.g. sarang, riggers, khalasi etc., for works under this contract. Only fully trained and competent men with previous experience in the job shall be employed.
- 3.2.2** The supervisory staff employed by the Contractor to ensure proper out-turn of work and discipline on the part of the labour put on the job by the Contractor and in general ensure that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other Contractors of BHEL or BHEL'S Client.
- 3.2.3** The Contractor shall also furnish daily labour report showing by classification the number of employees engaged in various categories of work and a progress report of work as required by BHEL Engineer.
- 3.2.4** It will be the responsibility of the Contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipment and personnel. The Contractor shall be responsible to make good the damages to personnel, equipment or other materials arising out of accidents, during execution of the work by him.
- 3.2.5** The Contractor shall employ adequate competent skilled and other categories of workers, keeping prescribed records and will act as per the rules of Central/State/Local Government factory regulations, etc., in this regards. The workers/Supervisors shall be paid minimum wages prescribed under the relevant laws and including wages of paid holidays/rest days.

- 3.2.6** The contractor and his employees shall abide and act as per the discipline and standing instructions at work site. The contractor as stated elsewhere shall be fully responsible for his workers in all respects and keep us indemnified in this regard.
- 3.2.7** Necessary electrical staff, supervisory personnel, skilled and unskilled labour including personnel with approved licence as per Indian Electrical Rules 1956 as amended.
- 3.2.8** The contractor should provide identity badges for his employees. These badges should be properly displayed by employee during the working hours.
- 3.2.9** The contractor shall employ only competent and skilled workmen fully experienced and capable performance in duties assigned to them. When local law requires your employees shall be required to acquire the necessary certificate competency for his work from the competent authority as instructed by BHEL Engineer.

3.3 TERMS OF PAYMENT

- 3.3.1** The Contractor shall submit his bills once in a month duly furnishing the following information.
- 3.3.2** The gross weight as per RR/LWB/BL.
- 3.3.3** RR/PWB/LWB/BL Number
- 3.3.4** Vehicle/Truck number and number of Bundles/Boxes/Pieces in each Vehicle/Truck.
- 3.3.5** Shortage/Damage reports in BHEL'S standard material management forms.
- 3.3.6** Rate/tonne
- 3.3.7** Amount claimed
- 3.3.8** Recoveries such as hire charges etc., if any.
- 3.3.9** 75% of the rate shall be paid as soon as the materials are unloaded, transported and verified as per RR/LWB/BL/PWB/ if any subject to furnishing following information along with the bill.
- a. Shortage report/open delivery taken with respect to RR/LWB/BL/PWB if any and acceptance there of by Railway authorities/transporters etc.,
 - b. Proof of the claim lodged with Railway/Road Transporters etc., in respect of above shortage/open delivery.
 - c. Material Management Forms duly filled and certified by BHEL Engineer.
- 3.3.10** 20% of the rate shall be paid as soon as the materials are duly stacked and verified as per packing slip by opening the boxes re-packing, stacking etc., wherever necessary. Payment will be released on submission of the information as per Material Management Forms by the Contractor immediately after verification of materials and certified by BHEL Engineers. The requisite profoma would be supplied by the Site Engineer.
- 3.3.11** Balance 5% will be released after completion of the contract in full and certified by BHEL Engineer.

3.4 RATE SCHEDULE

- 3.4.1** The bidder shall quote the rate per Metric Tonne as per the 'RATE SCHEDULE' vide part II 'PRICE BID' Annexed. Conditional offers are liable to be rejected. The scope of work and the

responsibility of the Contractor as mentioned under all the clauses etc., of the tender specification shall be covered within the quoted rates.

- 3.4.2** 'The rates quoted' in the tender are to be kept firm for entire period/extended period of the contract (if any) from the date of Letter of indent issued by BHEL, No escalation, on any account whatsoever will be accepted by BHEL.
- 3.4.3** The total weight mentioned in the rate schedule is APPROXIMATE and is liable to vary later at the discretion of BHEL. No variation in quoted/accepted rates per Metric Tonne shall be allowed due to increase/decrease in total tonnage mentioned.
- 3.4.4** The work executed will be priced at the unit rate quoted by the contractor and accepted by BHEL for the purpose of the payment. For the purpose of payment the gross weight indicated in RR/LWB/PWB/BL will be taken into account for calculating the tonnage handled.
- 3.4.5** The distance if any indicated in the rate schedule are only approximate. However the bidder should assess the various distances and site conditions by visiting the site before submitting their offer.
- 3.4.6** The bidder is also required to quote for all the "PROVISIONAL ITEMS" if any of the rate schedule as the same may be operated according to the site conditions and entirely at the discretion of BHEL during the execution of the contract.
- 3.4.7** The bidder is expected to fill up the 'RATE SCHEDULE' after satisfying all the terms and conditions stipulated in the TENDER SPECIFICATION.
- 3.4.8** The scope of work under this contract is deemed to be completed only when so certified by the Site Engineer of BHEL.
- 3.4.9** During the entire period of contract, the Contractor shall maintain proper progress, adequate manpower, requisite handling and transportation equipments, tools and tackles and other consumables, to meet the scheduled programme as per the priority given by BHEL Site Engineer.

3.5 CONTRACTOR'S PERSONNEL

To facilitate proper stacking of materials, handling the materials at storage yard/stores, verification of material receipt position periodically, stock taking, re-packing wherever necessary after verification, contractor has to provide the following category of personnel:

- a. Store Supervisor 1 No. (Technically qualified)
- b. Unskilled/Semiskilled workers 4 Nos.

The above personnel shall be working along with BHEL personnel and to be provided by the Contractor besides his regular working personnel engaged for other operations. The rate quoted for unloading work shall be inclusive of the cost of above manpower

If the contractor fails to deploy above personnel, BHEL will deploy the persons on behalf of contractor and cost of the operation will be recovered from Contractor's Running bills.

3.6 FACILITIES TO BE PROVIDED AND DEVELOPED BY THE BIDDER AT HIS COST

- 3.6.1** 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.

- 3.6.2 Distribution of water for construction purposes and as well as drinking purpose from the single point provided by BHEL to various works fronts shall be the Contractor's responsibility and at his cost.
- 3.6.3 Necessary meters for recording consumption of water and power for cost analysis purpose and maintenance of the same during execution period shall be Contractor's responsibility.
- 3.6.4 Provision for distribution of electrical power from the given single central point to the required places with proper distribution boards, approved cable laying, including supply of all materials like cables, switch boards, pipes, etc., observing the safety rules laid down by the Electricity Authority of the State/BHEL/their customer shall be the responsibility of the bidder /contractor.
- 3.6.5 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.
- 3.6.6 The contractor shall be fully responsible for obtaining labour licence/approval if any, from State/Central/Local authorities at his own cost and risk.
- 3.6.7 It is the responsibility of contractor to obtain approval from statutory authorities like pollution control board, Factory Inspectorate etc., if necessary.

3.7 CRANE AND OTHER TOOLS AND TACKLES

- 3.7.1 All the T&P including Cranes, trucks, Lorries, tractors, trailers etc required for the satisfactory execution of work shall be arranged by the Contractor. BHEL will not arrange any Tools and Plants.
- 3.7.2 All the T&P arranged by the Contractor including electrical connection wherein required shall be reliable / proven tested with necessary test certificate.
- 3.7.3 All the T&P, lifting tackles including wire ropes, slings, shackles and electrically operated equipments arranged by Contractor shall be got approved by BHEL Engineer before they are actually put on use.
- 3.7.4 Civil works, if any, required for safe and efficient operation of tools and tackles shall be the Contractor's responsibility.
- 3.7.5 Contractor shall take into consideration the above clauses and quote the rates as called for in the rare Schedule.

3.8 SITE CLEANLINESS AND SAFETY REQUIREMENTS:

- 3.8.1 During the course of work, scrap lumber with protruding nails, sharp edges etc., and all other debris shall be kept cleared from working areas. Proper house keeping is the responsibility of the Contractor.
- 3.8.2 Combustible scrap and debris shall be removed at regular intervals during the course of work. 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.
- 3.8.3 Material handling equipment shall be inspected prior to use of each shift and as necessary during its use to ensure that it is safe. Defective equipment shall be removed from service.

Necessary test certificates have to be provided by the Contractor for the rigging and handling equipments brought by them. Otherwise this will be got to be done by BHEL and the cost will be debited to Contractor.

- 3.8.4** No equipment shall not be loaded in excess of its recommended safe working load.
- 3.8.5** Handling equipment when not in use shall be removed from the immediate work area so as not to present a hazard to employees.
- 3.8.6** 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.
- 3.8.7** 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.
- 3.8.8** Valve protection caps shall be in place and secured.
- 3.8.9** Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.
- 3.8.10** When cylinders are transported by powered vehicles, they shall be secured in vertical position.
- 3.8.11** 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).
- 3.8.12** 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.
- 3.8.13** 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.
- 3.8.14** 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.

- 3.8.15** 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.
- 3.8.16** The Contractor shall ensure the safety of all the workmen, material and equipments either belonging to him or to others working at site.
- 3.8.17** 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.
- 3.8.18** The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at Site.
- 3.8.19** 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.
- 3.8.20** 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.
- 3.8.21** 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.

3.9 PRICE ESCALATION:

- 3.9.1** 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.
- 3.9.2** However, the Contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously for the entire contractual period including total extended period.
- 3.9.3** In case due to unforeseen circumstances and due to reasons not attributable to the Contractor, the work gets delayed and completion time gets extended, the Contractor shall not be entitled for any over run compensation for a period of 3 months after the Contractual completion date.
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SPECIAL CONDITIONS OF CONTRACT

SECTION – IV

FOR MANPOWER SUPPLY ASSISTANCE ETC.

- 4.0 The quantity of manpower assistance indicated in the rate schedule is only approximate. BHEL will specify the actual requirement as and when the need arises at various stages of execution of contract. BHEL will have the option of not operating any of the items indicated in the rate schedule under manpower supply.
- 4.1 The manpower provided shall be capable of carrying out the assigned work to the satisfaction of BHEL. BHEL reserves the right to decide on the suitability of the personnel deployed and insist on removal of any employee found unsuitable for the work assigned. The contractor shall forthwith arrange for replacement.
- 4.2 The manpower engaged for Round the Clock Security shall be provided with clearly identifiable uniforms etc.
- 4.3 **Safety Engineer** : The safety engineer shall possess a minimum basic qualification of Diploma/ Bachelors Degree in any discipline and should have successfully completed a course in industrial safety (minimum of one year) / minimum 05 years experience in industrial construction/installations.
- 4.4 **Statutory Requirements** :

Compliance with statutory obligations as well as any other requirements / provisions with respect to manpower supplied and equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations, conveyance etc., are the responsibility of the Contractor. **The rates quoted shall be inclusive of all the above requirements.**

THE CONTRACTOR SHALL STRICTLY ABIDE BY THE STATE AND CENTRAL LAWS, STATUTORY RULES, REGULATIONS ETC. AS INDICATED IN THE GCC AND OTHER SECTIONS OF THE SPECIAL CONDITIONS OF CONTRACT. IN ADDITION THE CONTRACTOR SHALL HAVE TO COMPLY WITH PROFESSIONAL TAX / AND PF /ESI/ LABOUR LICENCE REGULATIONS FOR ALL HIS EMPLOYEES / WORKMAN AS PER THE LOCAL AUTHORITIES / GOVERNING BODIES INSTRUCTIONS.

4.5 SPECIFICATION FOR PC SYSTEM (01. NO.)

For management of materials receipt, issues etc., site management activities and to prepare statements a PC is required. The Contractor should provide ONE No. of Personal Computer system as per the following specification at their cost. The rate for one no. clerk shall be inclusive of the PC. The scope of contractor shall include providing a licensed operating system (Vista Business version), licensed software (latest version of MS OFFICE with CD/DVD) , maintenance, servicing and replacement of spares. The system will be kept in BHEL site office and used exclusively for BHEL's site management activities. Maintenance of the System including supply of spares is the responsibility of the Contractor, and if any fault / failure of the system occurs, it should be rectified immediately without delay at contractor's cost. The scope also includes supply of consumables like printer cartridges etc. as and when required by BHEL.

SPECIFICATION FOR PC SYSTEM:

To be arranged by the Contractor at their cost.

SL.NO	FEATURES	MINIMUM REQUIREMENTS
01	Processor	Intel i-3- 2130 GHz or above

02	Chipset	Appropriate Chipset
03	RAM	2GB DDR SDRAM or above
04	HDD	250 GB SATA or above
05	FDD	1.44 MB
06	Optical Drive	52 X DVD writer or higher, SATA
07	Monitor	15" TFT/LCD or larger
08	Key Board	Minimum 104 Keys Windows keyboard
09	Mouse	2 Button optical mouse
10	Ethernet	Integrated 10/100 Mbps NIC for LAN
11	Ports	Minimum 1 parallel, serial USB
12	OS & Software	Windows 7 & Office Suite
13	USB	USB-2
14	Accessories	Mouse pad & Dustcovers
15	UPS	1KVA UPS with 1 Hr. back up
16	MULTI FUNCTION PRINTER	A4 size laser jet printer with built in FAX and Scanning facility -20 ppm or above (with all consumables, cartridges etc.)

4.6 PAYMENT TERMS FOR MANPOWER SUPPLY ASSISTANCE ETC.

(S.No. B of the Rate schedule)

- a) 95% of the contract rate will be released on prorata basis for the Man Months/ Months of services provided against each item as certified by BHEL Engineer at site.
 - b) Balance 5% will be released on completion of the entire scope of work under this contract as certified by BHEL Engineer.
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SPECIAL CONDITIONS OF CONTRACT

SECTION – V

5.0 GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- 5.1 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 5.2 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.
- 5.3 BHEL will inform the vendor in writing, in case of reverse auction, the details of service provider to enable them to contact and get trained.
- 5.4 Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
- 5.5 Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
- 5.6 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.
- 5.7 Reverse auction will be conducted on scheduled date & time.
- 5.8 At the end of reverse auction event, the lowest bidder value will be known on the network.
- 5.9 The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of auction without fail.
- 5.10 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.**

- 5.11 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.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 5.15 Only those vendors, who participate in the Online Initial Opening Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
- 5.16 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

(FORMS & PROCEDURES)

ES : F : 009



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:RSP:ESP:MH:C:236

CHECK LIST

Bidders are required to fill in the following details:

- | | |
|---|-------------------|
| 1. a. Name of the Bidder
With address | : |
| 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:RSP:ESP:MH:C:236 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 NSPCL, Rourkela.

- a. General terms and conditions of work (ES: F:010)
- b. Statutory requirement of Contract (ES: F:009)
- c. Special conditions of Contract for Mechanical works (BAP:ERN:SCC:MH:01)
- d. Tender Specification no. BAP: ERN:RSP:ESP:MH:C:236
- e. Special Instructions to Bidder
- f. General terms and conditions of Reverse Auction.
- h. Other sections, appendices 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..... 2013 / Demand Draft No.....dt..... 2013 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:RSP:ESP:MH:C:236

(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:RSP:ESP:MH:C:236).

Date :

SIGNATURE OF THE BIDDER

TENDER SPECIFICATION No. : BAP:ERN:RSP:ESP:MH:C:236

(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 : RSP : ESP: MH: C :236 are 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

b) Details of Technical staff:

Sl. No.	CATEGORY	Total Number on Rolls	Experience	Numbers Proposed to be deployed at site for this job
01.	Supervisors / Foreman			
02.	Store Keepers			
03.	Electrician			
04.	Fitters			
05.	Welders			
06.	Sarang			
07.	Rigger			
08.	Painter			
09.	Light Vehicle Driver			
10.	Heavy vehicle Driver			
11.	Semi-skilled worker			
12.	Unskilled Worker			
13.	Crane Operators			
14.	Crane Maintenance Staff			
15.	Other vehicles maintenance staff			
16.	Other category of staff, 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
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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

SCHEDULE TO BE FURNISHED BY THE BIDDER

1. Bidder shall submit the following schedules along with Tech-bid.
2. Bids received without above are liable to be rejected.

Schedule A:

Deployment Schedule of Plant, Equipment and Tools

Schedule B:

Schedule of Experience

Schedule C:

Electricity required for / Office / stores etc. of the bidder in the following format.

a) Power required

Average

Peak

Amp

KVA



ANALYSIS OF UNIT RATE QUOTED (Only Percentages to be Quoted)

Sl. No.	Description	Percentage of the unit rate quoted	Remarks if any
01.	Site facilities viz. electricity, water, workshop and other infrastructure facilities		
02.	Salary & wages for staff and workers		
03.	Consumables		
	a) Gases		
	b) Electrodes		
	c) Steel materials		
	d) Others		
04.	Depreciation and maintenance for T&P, other items		
05.	Establishment and Administration expenses of sites		
06.	Retrenchment benefit		
07.	Overheads		
08.	Extra work incidental to the job		

NOTE: All Bidders are requested to take care that the rates quoted by them are not disclosed in any way while furnishing the above details.

Signature of the Bidder

A - 1

STATUS OF TOOLS & PLANTS

List of equipments / Machinery / T&P owned by the contractor and proposed to be deployed by the contractor for this work.

NOTE: Bidders are required to furnish the details as desired below with regard to the equipments machinery, tools & plants, consumables and workshop facilities owned by them along with documentary proof for the same.

Sl. No.	Name of the equipment	Total Qty. Available	Quantity Proposed to be Deployed	Type Capacity Specification	Year of make	Date of Purchase	Registration Number	Present Location	Utility Factor of the Machine
1	2	3	4	5	6	7	8	9	10
01	18T / 14T /12T Capacity Mobile crane								
02	5T or 8T Capacity fork-lift or Hydromack								
03	Tractor Trailors								
04	Trucks								
05	Wooden sleeper for use in the Stores. Storage yard.								
06	Welding transformer with cables								

Signature of the Bidder

1	2	3	4	5	6	7	8	9	10
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08. Hand winches

09. Chain pulley block

5T Capacity

3T Capacity

2T Capacity

10. Gas cutting set with hoses

11. Hydraulic jacks

5T Capacity

10T Capacity

20T Capacity

12. Low voltage transformer with
Hand lamps

13. 3T Capacity D shackle

14. 5T Capacity D shackle

15. 10T Capacity D shackle

16. Portable grinders

17. Steel wire ropes for guy ropes

18. Fitters Tool set

Details of Maintenance facilities to be provided at Site for maintaining the various Equipment:

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 ESP 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	

NOT APPLICABLE

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 rules2004		
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. Rates Quoted 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 15.0 of Tender specification regarding Taxes & Duties		
	2. 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