



**BHARAT HEAVY ELECTRICALS LIMITED  
CENTRALISED STAMPING UNIT, Jagdishpur**

**TENDER FOR ASSOCIATED CIVIL WORKS FOR EVENT  
MANAGEMENT FOR FUNCTION AT JAGDISHPUR**

**Tender Enquiry No: BHE/CSU/EM/02**

**CONTENTS**

<b>SECTION – I:</b>	<b>NOTICE INVITING TENDER</b>
<b>SECTION - II:</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>
<b>SECTION - III:</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<b>SECTION - IV:</b>	<b>BILL OF QUANTITIES &amp; PRICE SCHEDULE</b>

**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
CSU ,Industrial Area  
Jagdishpur (UP) 227817**

## **TENDER FOR ASSOCIATED CIVIL WORKS FOR EVENT MANAGEMENT FOR FUNCTION AT JAGDISHPUR**

**Tender Enquiry No: BHE/CSU/EM/02**

THIS TENDER SPECIFICATION ISSUED TO:

M/S

---

---

---

---

---

**SECTION - I****SHORT TERM NOTICE INVITING TENDER****Tender Enquiry No: BHE/CSU/EM/02**

1. Sealed Tenders are invited for the following work from reputed contractors who meet the Qualification Requirements.

Nature of work	Earnest money deposit (Rs)	Issue of Tender Documents	Tender submission date & time	Tender opening date & time
TENDER FOR ASSOCIATED CIVIL WORKS FOR EVENT MANAGEMENT FOR FUNCTION AT JAGDISHPUR	NIL	From 11/08/2009 to 12/08/2009	Up to 14:00Hrs on 12/08/2009 through post/Courier or by hand in tender box at BHEL, CSU ,Jagdishpur	<b>Techno-Commercial Bid on:</b> 12/08/2009 at 15:00 Hrs at BHEL,CSU Jagdishpur. <b>Price bid on:</b> 12/08/2009 at 18:00 Hrs at BHEL,CSU Jagdishpur.

Cost of Tender Documents (non- refundable): Rs NIL

2. Address for purchase, submission & opening of Tender

a) **Purchase , submission and opening of tender:**

Sh Vaibhav Jain, Engineer (Civil-Planning)  
Centralised Stamping Unit (CSU)  
Bharat Heavy Electricals Limited  
Jagdishpur Industrial Area  
Jagdishpur  
Distt Sultanpur (UP) 227 817

Tel : 05361 270057, 271379

Fax : 05361 270057

Email: vjain@bhelepd.com

And

BB) By hand in the tender box located at BHEL, CSU, Jagdishpur (U.P.)

3. Tender documents may be obtained from the above office by submitting an application .

Bidders may also download the tender documents from the web page of BHEL ([www.bhel.com](http://www.bhel.com)) and use the documents for submission of tender.

4. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post.
5. The offer is to be submitted in a sealed envelope properly marked .The tender shall be submitted in two parts. The first part shall consist of the techno-commercial offer without price schedule and marked on top of the envelope as “Part I -Techno-commercial Bid” along with tender enquiry no. and due date. The second part shall be the price schedule and marked on top of the envelope as “Part II - Price Bid” along with tender enquiry no and due date. Each part shall be in a separate sealed envelope. Both the parts shall then be put in a bigger sealed envelope. The tender enquiry no. & due date of opening must be clearly mentioned on top of the envelope.
6. Part I of the bid will be opened first and scrutinized. Successful bidders in techno-commercial bid Part – I will only be considered for opening of Price Schedule i.e. Part – II.
7. Offers should be strictly in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
8. Only Tenderers who have previous experience in the work of the nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who do not have proven and established experience in the field as per Annexure NIT – I will not be considered.
9. Tenderers are advised to go through the project scope of work, site location etc and get themselves fully acquainted with the work place and prevailing working conditions before submitting the Offer.
10. The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in the offer. If no deviations are given in the offer, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
11. Offers with deviations from terms and conditions of this tender are likely to be rejected.
12. Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from following office at the following address up to one week before the tender due date.

**Sr Manager/ Projects**

Centralised Stamping Unit (CSU)

Bharat Heavy Electricals Limited

Jagdishpur Industrial Area, Jagdishpur, Distt Sultanpur (UP)-227 817

Tel : 05361 270057  
Fax : 05361 270057  
Email:1) ramnik@bhelepd.com  
2) ramnik\_sarbahi@yahoo.com

13. The Tenderers are required to quote for the complete scope of work with rates for all the items & no column should be left blank. Tenders for part of the work or incomplete in any respect are liable to be rejected. Tenders shall certify in the Techno- commercial bid that rates for all the items have been quoted.
14. Order will be placed on a single bidder for the complete scope of work.
15. Penalty will be levied by BHEL as per relevant clauses of the Tender on account of delay, violation of contract conditions and non-performance of the Contractor.
16. All documents submitted by the Tenderer in his offer shall be accompanied with a covering letter giving index interlinking all the documents.
17. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
18. BHEL reserves the right to reject the tender from any bidder on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job of BHEL in last five years, or if the bidder has been kept under hold/ blacklisted by BHEL.

For & on behalf of BHEL

Sr manager/Projects/CSU

**Annexure NIT – I**

**TENDER FOR ASSOCIATED CIVIL WORKS FOR EVENT  
MANAGEMENT FOR FUNCTION AT JAGDISHPUR**

**A. QUALIFICATION REQUIREMENTS**

1. The Tenderer should have, in the last seven years ending on 31-03-09, successfully completed the civil works. Values of such work done/ services rendered should be as under:
  - a) One job of value of Rs 2 Lakh or above, or
  - b) Two jobs of value of Rs 1.25 Lakh or above each, or
  - c) Three jobs of value of Rs 1 Lakh or above each

And

The Tenderer shall be financially sound and should have achieved an average annual financial turnover of minimum Rs 1 Lakh per year over three consecutive financial years ending on 31.03.2009.

**B. DOCUMENTS REQUIRED**

The Tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorised signatory:

- a) List of Jobs undertaken with details and value meeting the above conditions.
- b) Copies of work orders issued by customers or proof of execution certificates issued by customers.
- c) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures.



**BHARAT HEAVY ELECTRICALS LIMITED  
CENTRALISED STAMPING UNIT  
Jagdishpur**

**TENDER FOR ASSOCIATED CIVIL WORKS FOR EVENT  
MANAGEMENT FOR FUNCTION AT JAGDISHPUR**

**Tender Enquiry No: BHE/CSU/EM/02**

**SECTION II**

**GENERAL CONDITIONS OF CONTRACT**

**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
CSU ,Industrial Area  
Jagdishpur (UP) 227817**

**SECTION II****GENERAL CONDITIONS OF CONTRACT**

## INDEX

SL. NO.		CONTENTS
1	Part A	General Instructions to Tenderers
2	Part B	General terms & conditions
3	Part C	Terms and Conditions for Civil, Structural and Architectural Works
4	Annexure - A	Proforma – Financial Viability
5.	Annexure- B	Proforma – Non- Discloser agreement
6	Annexure - C	Proforma – Analysis of similar jobs executed
7	Annexure - D	Proforma – Declaration Sheet
8	Annexure - E	Check list & schedule of General Particulars
9	Annexure - F	Proforma – Contract Agreement
10.	Annexure- J	Proforma- Knowledge of site conditions
11.	Annexure- K	Proforma- Details of court cases pending against BHEL

**SECTION- II****PART – A****GENERAL INSTRUCTIONS TO TENDERERS**

- 1 This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super-scribing the name of work as given in the tender notice.
- 2 The tender shall be addressed to the OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
- 3 Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with 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. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by carrier/ post.
- 4 Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 5 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 6 Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
- 7 Tenderer 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, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 8 The Tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. The "amount" column shall be the arithmetic multiplication of "quantity" and the "rate quoted" of each row. For the purpose of tender, the metric system of units shall be used. Both the blank columns of bill of quantities(BOQ), titled "Rates" and "Amount" as well as the total and grand total at the last page of the BOQ has to be filled by the Tenderer in legible and

neat handwriting or typed. All totals shall be given both in words as well as in figures.

- 9 All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 10 QUALIFICATIONS OF TENDERERS:** Only Tenderers who have previous experience in the work of this nature and description detailed in this tender specification at section "Qualifying requirements" are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.
- 11 DATA TO BE ENCLOSED:** Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 11.1 FINANCIAL STATUS:** Financial viability as per proforma enclosed at **ANNEXURE-`A`**
- 11.2 INCOME TAX CERTIFICATES:** A Certificate of Income tax clearance from the appropriate authority in the forms prescribed there for duly indicating annual turnover. 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. Copy of last assessment order duly certified as true copy by the chartered accountant shall also be submitted.
- 11.3 PREVIOUS EXPERIENCE :** A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per proforma enclosed at **ANNEXURE-C**.
- 11.4 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.
- 11.5 Information on type of holding details of the Tenderer's organization shall be submitted as follows:  
**IN CASE OF FIRMS WITH SOLE OWNERSHIP:** Full name, experience and address of the proprietor and nature of business.  
**IN CASE OF PARTNERSHIP FIRMS:** The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.  
**IN CASE OF COMPANIES:** Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
- 11.6** Declaration sheet as per proforma enclosed at **ANNEXURE-`D`**.

- 11.7 Checklist and schedule of general particulars duly filled in, signed and stamped as per **ANNEXURE-`E'**.
- 11.8 Details of pending court cases, if any, between the Tenderer and any unit of BHEL as per **Annexure 'K'**.
- 11.9 In addition to the above, the particulars required elsewhere in tender documents including **Annexure- 'B' and 'J'**.
- 11.10 Submission of documents pertaining to **PAN no, Service tax and sales tax registration nos. , Tin No., ESI regn. Nos ,PF regn. No., contract labour license and electrical contractor license** etc are mandatory, failing which the tenders are liable for rejection.

NOTE :In terms of clauses 11.1 to 11.10 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

## 12 **EARNEST MONEY DEPOSIT:**

- 12.1.1 Every tender must be accompanied by the prescribed amount of refundable, non-interest bearing Earnest Money Deposit. The amount of EMD and the manner in which it is to be deposited shall be as per Notice Inviting Tender.
- 12.2 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 12.3 The Earnest Money Deposit of the successful Tenderer will be retained towards part of Security Deposit.
- 12.4 In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after acceptance of award of work by successful tenderer.
- 12.5 BHEL reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,
  - (a) After opening of tender, revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
  - (b) Fails to communicate unqualified acceptance of Letter of Intent within 15 days from the date of issue of Letter of Intent.
  - (c) Fails to submit 50% of the total Security Deposit before start of work.
  - (d) Fails to start the work as may be indicated in the Letter of Intent.
- 12.6 EMD shall not carry any interest.

- 13 **AUTHORISATION AND ATTESTATION:** Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

- 14 VALIDITY OF OFFER:** The offer shall be kept open for acceptance for a minimum period of **THREE MONTHS** from the date of opening of tenders. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- 15 EXECUTION OF CONTRACT:** The successful Tenderer's responsibility under this Contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form as per **ANNEXURE-'F'** with the 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 and making required number of copies and compilation of Contract Documents duly bound / titled and stamping / registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor.
- 16 SECURITY DEPOSIT :** Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.
- 16.1 The total amount of Security Deposit shall be as follows:
- (a) In case of work costing up to Rs 10 Lakh : SD shall be 10% of the contract value.
- (b) In case of work costing Rs.10 Lakh and up to Rs.50 Lakh: SD shall be Rs 1 Lakh + 7.5 % of the contract value exceeding Rs 10 Lakh.
- (c) In case of work costing more than Rs.50 Lakh: SD shall be Rs 4 Lakh + 5 % of the contract value exceeding Rs 50 Lakh.
- 16.2 The Security Deposit shall be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms:
- (a) The total Security Deposit as indicated in the Letter of Intent in cash (as permissible under income tax act) or demand draft in favour of BHEL payable at Lucknow or industrial area Jagdishpur.
- (b) Bank guarantee from named banks listed in Annexure-L of GCC . The Bank guarantee format should have the approval of BHEL.
- (b) 50% in cash (as permissible under income tax act) or demand draft in favour of BHEL payable at Lucknow or industrial area Jagdishpur, and the balance 50% in the form of Bank Guarantee in the prescribed proforma as per **Annexure 'G'**.
- (c) 50% in Bank Guarantee in the prescribed proforma as per **Annexure 'G'**. And the balance 50% shall be recovered by deductions from running bills @ 10% of the value of each running bill, till the full Security Deposit is made up.
- The validity of the Bank Guarantee furnished towards Security Deposit under (b) above shall be up to the period of completion of work as stipulated in the Letter of Intent + 2 (TWO) months and the same shall be kept valid by proper renewal till the satisfactory completion of the Guarantee Period. The bank guarantee issued by any of the consortium banks of BHEL .

- EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 16.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 16.4 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 16.5 BHEL reserves the right of **forfeiture of Security Deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 16.6 RETURN OF SECURITY DEPOSIT :** If the contractor fully 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 and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor along with the final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.
- 17 No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.
- 18 EVALUATION AND REJECTION OF TENDER AND OTHER CONDITIONS:**
- 18.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- (a) To reject any or all of the tenders.
- (b) To split up the work amongst two or more Tenderers.
- (c) To award the work in part.
- 18.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 18.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 18.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of

the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

- 18.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
- 18.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 18.7 Should a tenderer 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 to 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
- 18.8 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 19.0 BHEL reserves its right to give purchase preference to CPSUs as per Govt. Guidelines and as per rules in vogue.
- 18.9 NO DEVIATIONS** to the tender conditions will normally be accepted. However, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the Tenderer's offer.

X-X-X

**SECTION - II****PART – B****GENERAL TERMS AND CONDITIONS****19.0 DEFINITION OF TERMS**

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 19.1 The '**Purchaser**' or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns; acting through its Fabrication Plant (FP), or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 19.2 The '**Tenderer**' shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 19.3 The '**Contractor**' shall mean the individual, firm or company whose Offer is accepted by BHEL and enters into Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 19.4 The '**Contract**' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement. It may also be referred as '**Contract Document**'.
- 19.5 The '**Sub-contractor**' shall mean the person/firm/company/organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 19.6 The '**Engineer**', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorised and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorised representative. It may also be referred to as **Engineer –in –Charge**.

- 19.7 The '**Inspector**' shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.
- 19.8 The '**Equipment**' shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.
- 19.9 The '**Work**' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of BHEL. It may also be referred as '**CONTRACT WORK**'.
- 19.10 The '**Tender Document**' shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof.. It may also be referred as '**Tender Specification**'
- 19.11 The '**Offer**' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as '**Bid**'.
- 19.12 '**Acceptance of offer**' shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 19.13 The '**Letter Of Intent**' shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the 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.
- 19.14 The '**Site**' shall mean the site of the proposed work at BHEL Plant at Jagdishpur.
- 19.15 The '**General Manager**' shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- 19.16 The '**Completion Time**' shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract.
- 19.17 The '**Tests**' shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part there of.
- 19.18 The '**Commissioning**' shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.

- 19.19 The **'Approved', 'Directed' Or 'Instructed'** shall mean approved, directed or instructed by BHEL.
- 19.20 **'Contract Engineer'** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 19.21 **'Months'** shall mean calendar months.
- 19.22 **'Days'** shall mean calendar days.
- 19.23 **'Writing'** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

## **20.0 TWO PART BIDS:**

- 20.1 Bidders shall submit the offer in three inner envelops (covers) and one outer envelop (cover) as indicated below.

**Envelope I:** This sealed envelope should contain all the copies of technical & commercial bid together with price formats (without prices). This envelope should be clearly marked **"Part I - Technical and commercial bid"**, indicating Tender No., Due Date and Address & Reference of the Bidder.

**Envelope II:** This sealed envelope should contain only **price formats with prices**. This envelope should be clearly marked **"Part II - Price bid"**, indicating Tender No., Due Date and Address & Reference of the Bidder.

**Envelope III:** This sealed envelop should contain Demand Draft for cost of Tender if not submitted earlier, and Demand Draft/ copy of Cash Deposit Receipt for EMD.

All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and reference of the Bidder.

## **20.2 Part I – Technical and Commercial Bid**

This part shall include / indicate the following:

- Complete scope of services with all technical details and other technical and commercial terms and conditions.
- Confirmation of the Technical and Commercial Specification. If there are any deviations, the same should be clearly specified in a separate sheet along with covering letter. Offers received without confirmation to our specification will be rejected.
- List of customers to whom similar services have been supplied along with performance certificates.

- A copy of “Un-Priced Part II” i.e., a copy of the Price Bid **without the price details.**

### **20.3 Part II (PRICE- BID)**

This part should contain the schedule of price particulars co-related to the Bill of Quantities.

## **21 OPENING & EVALUATION OF OFFERS AND AWARD OF WORK**

- 21.1 Authorised officer of BHEL at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorised representative who may be present.
- 21.2 The envelop III will be opened first. Tenders received without the demand draft for cost of Tender and EMD will be rejected and Part I of Bid will not be opened.
- 21.3 The Part I - Technical & commercial bid alone would be opened on the Tender opening date.
- 21.4 The Part II - Price bid of only those Bidders who have been found to be techno-commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.
- 21.5 Clarifications if any required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.
- 21.6 In case it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes advised by BHEL to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by BHEL.
- 21.7 If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, BHEL reserves the right to open the earlier price bids, if required.
- 21.8 Unsolicited price bids shall not be entertained.
- 21.9 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of his tender.
- 21.10 Evaluation of offers shall be on the basis of cost at Site i.e. total cost to BHEL, taking into consideration loadings, if any, and all available financial advantages.
- 21.11 Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.
- 21.12 Loading/loading criteria in respect of the deviation(s) shall be communicated to the concerned Tenderer(s) before Price Bid opening. If a Tenderer unconditionally withdraws any deviation before Price Bid opening, the same

shall not be loaded.

- 21.13 BHEL reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy of the Govt. of India.
- 21.14 The Purchaser shall issue a Letter of Intent for award of work to the successful Tenderer as soon as his Bid has been accepted giving brief details of the equipment and other terms & conditions.
- 21.15 The Letter of Intent/ Purchase Order shall be issued in the name of Bidder only.
- 21.16 BHEL reserves its right to negotiate with the bidder and/ or go for reverse auction.**

## **22.0 PRICES AND TERMS OF PAYMENT**

- 22.1 Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of Bid validity and execution of the Contract. A Bid submitted with an adjustable price will be treated as non -responsive and rejected.
- 22.2 Prices should be inclusive of all taxes and duties (except service tax). Service tax should be specifically stated in the offer as per section-IV i.e bill of quantities and price schedule.
- 22.3 Terms of payment shall be as given in Special Conditions of Contract.
- 22.4 All payments will be released after deduction of taxes as per the rules in force and Tax Deduction at Source (TDS) certificate will be issued by BHEL as applicable.

## **23.0 COMMENCEMENT AND COMPLETION OF WORK**

- 23.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent.
- 23.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 23.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 23.4 The transported equipment, erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over by BHEL in part or in full when it has been completed in all respects and/or satisfactorily put into operation at site. However, the work under the Contract shall be considered as completed only when the full scope of work is taken over by BHEL.

**24.0 MEASUREMENT OF WORK AND MODE OF PAYMENT**

- 24.1 All payments due to the contractor shall be made by 'Account Payee' Cheques.
- 24.2 For progress/ running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 24.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book** and signed by both the parties.
- 24.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.
- 24.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- 24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 24.7 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.
- 24.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 24.9 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-measurement shall be borne by the Contractor.
- 24.10 Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 24.11.1 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final

bill, only the guarantee obligation percentage value shall remain unpaid which shall be released after completion of guarantee period.

## **25.0 RIGHTS OF BHEL**

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

- 25.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 25.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments or in case BHEL decides to advance the completion due to other emergent reasons.
- 25.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/ penalty in the event of:
  - (a) Contractor's continued poor progress.
  - (b) Withdrawal from or abandonment of the work before completion of the work.
  - (c) Corrupt act of the contractor.
  - (d) Insolvency of the contractor.
  - (e) Persistent disregard of the instructions of BHEL.
  - (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
  - (g) Non-fulfillment of any contractual obligations.
- 25.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy penalty for delay in completion of work.
- 25.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.

- 25.7 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 25.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 25.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 25.10 While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.
- 25.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

**26.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

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

- 26.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 26.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.
- 26.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 26.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer.
- 26.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to

- make any such payment, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- 26.6 While BHEL will pay the inspection fees of the government statutory Inspectorate, all other arrangements for the periodical visits of such Inspectors to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with observed discrepancies by these govt. inspectors and performing any requisite qualification tests.
- 26.7 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 26.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 26.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 26.10 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 shall be the responsibility of the contractor to make good the losses and compensate them.
- 26.11 All the properties/ equipment/ components of BHEL/ its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by BHEL/ its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- 26.12 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL/ its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL/ its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.
- 26.13 The contractor shall fully indemnify and keep indemnified BHEL against all claims of whatever nature arising during the course of execution of this contract.
- 26.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 26.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.

- 26.16 The contractor shall execute the work under the conditions usual to such plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 26.17 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.
- 26.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 26.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 26.20 **No idle labour charges** will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 26.21 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL.
- 26.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.
- 26.23 The contractor shall keep the area of work clean and shall remove the debris etc while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 26.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 26.25 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.
- 26.26 No land belonging to BHEL shall be occupied by the Contractor without the written permission of BHEL.

**27.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.**

- 27.1 All safety rules and codes applied by BHEL and its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, 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 this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- 27.2 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials.
- (a) Safety Helmets conforming to IS-2925
  - (b) Safety Belts conforming to IS-3521
  - (c) Safety shoes conforming to IS-1989
  - (d) Eye, Ear & Face Protection devices conforming to IS-8520 and IS-8940, IS-5983
  - (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
  - (f) Rubber gloves for electrical purposes confirming to IS-4770
  - (g) Industrial safety gloves (leather & cotton gloves) confirming to IS-6994
  - (h) Industrial and safety rubber knee boots confirming to IS- 5557
- 27.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.
- 27.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- 27.5 The contractor shall not use any hand lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.
- 27.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that

may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.

- 27.7 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 27.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 27.9 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 27.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 27.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- 27.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorised BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorised BHEL official from time to time as prescribed.
- 27.13 During the course of construction, alteration or repairs scrap lumbers with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passageways and stairs in and around site.
- 27.14 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. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.

- 27.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 27.16 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.
- 27.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection 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 responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.
- 27.18 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 27.19 If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the job.
- 27.20 All prescribed forms of BHEL pertaining to HSE requirements shall be duly filled and submitted by the contractor periodically or otherwise as per the requirement of the engineer-in-charge.
- 27.21 Necessary precautions and arrangements including sprinkling of water during work as acceptable to BHEL for safety and reducing environmental pollution have to be made by the contractor. No claim on this account shall be entertained on this account and the contractor's rates shall be deemed to have taken this into account.

## **28.0 CONSEQUENCES OF CANCELLATION**

- 28.1 Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- 28.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of 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.

## **29.0 INSURANCE**

- 29.1 BHEL shall arrange for insuring the materials / property of BHEL covering the risks during transit, storage, erection and commissioning. The Contractor has to arrange on his own insurance pertaining to their scope of work for all workers and to arrange for accident risk policy/ workmen compensation policy, materials like Cement, Reinforcement steel and other bought out items and other valuable building materials during its transport, storage, till it goes to the permanent work, their all T & Ps and, IMTEs and fixed assets which they may acquire and deploy at site. Proper insurance cover against any eventuality such as earthquakes, floods and other calamities has to be taken by the contractor for constructed and completed structures at site till these are handed over to BHEL.
- 29.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL in the Project Area which are in force from time to time will be followed by the contractor.
- 29.3 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 pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 29.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.
- 29.5 If due to negligence/ carelessness on the part of the contractor, any material/ equipment owned by BHEL is damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserve the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 29.6 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.

29.7 The contractor may note that BHEL T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

### **30.0 COMPLETION SCHEDULE AND PENALTY FOR DELAY**

30.1 The Contractor shall complete the work as per the time frame given in the Letter of Intent.

30.2 Failure to complete the work in time as per the time frame specified will make the Contractor liable to an unconditional penalty as specified in Special Conditions of Contract.

### **31.0 STRIKES AND LOCKOUTS**

31.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.

31.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

### **32.0 FORCE MAJEURE**

32.1 The following shall amount to Force Majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.

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

**33.0 GUARANTEE :** Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period as specified in the Special Conditions of Contract and shall rectify, free of cost to BHEL, all defects arising out of faulty erection/ construction during the guarantee period. 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 out of any moneys payable to the contractor or by other legal means.

**34.0 CONTRACT LAW, NOTICE AND ARBITRATION:**

- 34.01 The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having ordinary civil jurisdiction over site shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.
- 34.02 The Contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.
- 34.03 All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

**ANNEXURE-A****FINANCIAL VIABILITY**

1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
  - i) Rs.
  - ii) Rs.
  - iii) Rs.
3. Value of fixed Assets of the business in last three years.
  - i) Rs.
  - ii) Rs.
  - iii) Rs.
4. Name, address and email ID of the Bank and Account No:
5. Guarantee limits (if any) enjoyed by the firm.
6. Over draft limits (if any) enjoyed by the firm.
7. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no of sheets).
8. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer)  
With Stamp

**NOTE:**

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

**ANNEXURE-B**

**NON DISCLOSER AGREEMENT**

**Memorandum of Understanding**

BHEL, CSU & FP is committed to information security management system as per information security policy.

M/s ....., providing .....  
.....service to BHEL, CSU & FP hereby undertake to comply with the following in line with information security policy of BHEL, CSU:

- To maintain confidentiality of documents & information used during the execution of the contract.
- The documents & information shall not be revealed to or shared with third party in a manner which is detrimental to the business interest of BHEL, CSU.

( )

M/s BHEL, CSU & FP

( )

M/s.....

## ANNEXURE - C

**ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS**

S. No.	Agency by whom awarded	Location of Project	Particulars of work awarded	Scope of work & tonnage	Date of award	Contract value
1	2	3	4	5	6	7
For BHEL						

---

For Others

---

(SIGNATURE OF TENDERER)  
WITH STAMP

**ANNEXURE - D**

**DECLARATION SHEET**

I, \_\_\_\_\_ hereby certify that, all the information and data furnished by me with regard to this Tender Specification No. \_\_\_\_\_ 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 specification.

I, further certify that I am the duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorised representative's signature with name and address.

**ANNEXURE - 'E'****CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS**

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

- |    |   |         |
|----|---|---------|
| 1  | Name and address of the tenderer  |         |
| 2  | Telegraphic/ telex address  |         |
| 3  | Phone No. (Office) / Fax No.  |         |
| 4  | Name & designation of the official of the tenderer to whom all the references shall be made.      |         |
| 5  | Tenderer's proposal No. & date  |         |
| 6  | Whether EMD submitted (By cash/ bank draft)   | by..... |
| 7  | Validity of offer/ rates quoted for six months from the date of opening of tender                 | Yes/No  |
| 8  | Financial Status as per Clause 11.1 (in the format as per Annexure-A)                             | Yes/No  |
| 9  | Income tax Clearance certificate as per Clause 11.2, Details of PAN, VAT/ Sales tax registrations | Yes/No  |
| 10 | Details of experience as per clause 11.3 (in the format as per Annexure-C)                        | Yes/No  |
| 11 | Attested copy of power of attorney as per clause 11.4   | Yes/No  |

- |     |   |        |
|-----|---|--------|
| 12  | Details about type of the firm as per clause 11.5   | Yes/No |
| 13  | Declaration sheet as per clause 11.6 (in the format as per Annexure-D)  | Yes/No |
| 14  | Details of PF no. (as per Cl 11.9)  | Yes/No |
| 15. | Non-Disclouser agreement as per Annex-J   | Yes/No |
| 16. | Monthwise manpower deployment plan as per Annex-H   | Yes/No |
| 17. | Status of T & Ps and monthwise T & P deployment plan as per Annex-I   | Yes/No |
| 18. | BHEL may decide to process the price bids through Reverse Auction(RA). Vendor to give their confirmation for participation. | Yes/No |
| 19  | Service tax have been quoted separately in the price bid at it's relevant item  | Yes/No |

Date \_\_\_\_\_ (SIGNATURE OF TENDERER)  
WITH STAMP

WITNESS  
(SIGNATURES WITH FULL PARTICULARS)

1.

2.

**ANNEXURE - F**

**CONTRACT AGREEMENT  
(To be issued on non- judicial stamp paper of appropriate value)**

Agreement No and Date \_\_\_\_\_  
 Name of the Work \_\_\_\_\_  
 Name of the Contractor with full address \_\_\_\_\_  
 Value of work awarded \_\_\_\_\_  
 Letter of Intent No and Date \_\_\_\_\_  
 Scheduled Commencement Date \_\_\_\_\_  
 Scheduled Completion Date \_\_\_\_\_

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2000 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.-----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

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

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.

3. The Contractor has furnished a Bank Guarantee bearing no.-----dated ---  
-----for a sum of Rs.-----executed by -----  
----- in favour of BHEL towards Security Deposit valid upto -----  
OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----  
---in the form of cash / approved Securities/ B.G No.----- dated -----  
- for Rs.-----executed by ----- in favour of BHEL valid  
upto ----- and has agreed for recovery of the balance security deposit by  
BHEL @ 10% of the value of work done from each running bill till the entire  
Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.-----(Rs.---  
----- vide Bank draft No.-----dated -----and by adjusting EMD of  
Rs.-----submitted vide Bank draft No.----- dt.-----) and has  
agreed for recovery of balance Security Deposit by BHEL @ 10% of the  
value of work done from each running bill till the entire security deposit is  
recovered.

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

OR

In case the contractor furnishes the bank guarantee at a later date the contractor  
hereby agrees to extend the validity of bank guarantee for such further period or  
periods as may be required by BHEL and if the contractor fails to obtain such  
extension(s) from the bank, the contractor shall pay forthwith or accept recovery  
of the amount of bank guarantee given in lieu of security deposit from the bills in  
one installment and the contractor further agrees that failure to extend the  
validity of bank guarantee or failure to pay the aforesaid amount in the manner  
specified above shall constitute breach of contract. In addition to above, BHEL  
shall be entitled to take such action as deemed fit and proper for recovering the  
said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in  
accordance with this Agreement the Contractor hereby covenants and  
undertakes with BHEL that they shall execute, construct, complete the works in  
conformity, in all respects, with the terms and conditions specified in this  
Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement  
and the documents governing the same and also to have satisfied himself as to  
the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works  
to the entire satisfaction of the Engineer or such other officer authorised by

BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

- 8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
- 9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
- 10. That whenever 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 General Conditions of Contract or other conditions governing this Agreement.
- 11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
- 12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
- 13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
- 14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
- 15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

- 1. Invitation to Tender No-----  
and the documents specified therein.
- 2. Contractor's Offer No-----  
dated-----.
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. Letter of Intent No \_\_\_\_\_  
dated \_\_\_\_\_.
- 7. \_SCC \_\_\_\_\_

shall also form part of and govern this Agreement.

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

WITNESS

1.

2.

(CONTRACTOR)  
(to be signed by a person holding  
a valid Power of Attorney)

WITNESS

1.

2.

(For and on behalf of BHEL)

**ANNEXURE- “J”**

**CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

We.....  
..... here by declare and confirm that we have visited the project site under the subject namely,.....and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

**Tenderers Name and Address**

Date:  
(Signature of Tenderer)  
With Stamp

**ANNEXURE- "K"****Details of court cases pending against BHEL**

Certified that following court cases are pending against BHEL unit as per the details hereunder-

S.No.	Name of BHEL Unit	Details of work undertaken	Contract Period		Contract No.	Name of Court
			From	To		

- 1.
- 2.
- 3.

It is also certified that, in addition to above, M/s ..... have never been debarred / prohibited for execution of any work with any office / unit of BHEL

(Signature of tenderer)  
With Stamp



**BHARAT HEAVY ELECTRICALS LIMITED  
CENTRALISED STAMPING UNIT  
Jagdishpur**

**TENDER FOR ASSOCIATED CIVIL WORKS FOR EVENT  
MANAGEMENT FOR FUNCTION AT JAGDISHPUR**

**Tender Enquiry No: BHE/CSU/EM/02**

**SECTION III**

**SPECIAL CONDITIONS OF CONTRACT**

**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
CSU , Industrial Area  
Jagdishpur (UP) 227817**

## SECTION-III

### SPECIAL CONDITIONS OF CONTRACTS

#### 1. INTRODUCTION

- 1.1. The terms and conditions mentioned in this section are in addition to what are stated in Section – II (General Conditions of Contract) of the tender document. In case of any contradiction between the terms and conditions given in Section - II and those specified in this Section- III, the terms and conditions of this Section–III shall prevail.
- 1.2. **Earnest money deposit (EMD) and Security deposit (SD) are exempted in this tender.**

#### 2. SITE LOCATION

- 2.1. Bharat Heavy Electricals Ltd's. new plant at Jagdishpur; district Sultanpur UP is located adjacent to the existing Insulator Plant (IP) and upcoming centralized stamping unit (CSU) of BHEL. The site area is about 31.6 Acre. The site location is about 80 KM south east of Lucknow on Lucknow Varanasi highway and approx 55 KM from Sultanpur and 210 Km from Varanasi. The nearest Airport is Amousi at Lucknow.

#### 3. SCOPE OF WORK :

- 3.1 The scope of work of contractor shall broadly cover associated civil works for the VVIP function at Jagdishpur and shall associate with the event management group for necessary civil works and any other infrastructural work within the area (Ref Bill of Qty)
- 3.2 The scope of work will also include such other related works although they may not be specifically mentioned above and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole and as desired and as directed by the engineer. The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual execution requirements.
- 3.3 Unless otherwise specified, the work to be provided by the contractor for the items mentioned in the "Bill of Quantities" shall include but not be limited to the following.
  - a) Furnishing all labour, materials, supervision, execution plans, equipment, supplies, transport, to and from the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and

additional stipulations as may be provide by the engineer during the course of works.

- b) Furnishing samples of all materials required by the engineers for inspection and approval for use in the works. The engineer for final incorporation in the works may retain the samples.
  - c) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
  - d) Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
- 3.1. BHEL is ISO 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 certified company. The contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of Engineer.
  - 3.2. The contractor shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.
  - 3.3. BHEL and their Consultant may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.

#### 4. TIME SCHEDULE

- 4.1. The contractor is required to commence the work immidiately from the date of issue of letter of intent unless BHEL decides to fix any other later date.
- 4.2. Entire work as detailed in tender specification shall be completed prior to commencement of event.
- 4.3. **Likely date of event is 17<sup>th</sup> August'2009.**
- 4.4. Contractor has to mobilise adequate resources to meet his commitments to BHEL as indicated from time to time. **In case due to reasons not attributable to the contractor, the work gets delayed and additional manpower / resources have to be mobilized so as to expedite the work to meet various milestones, same shall be done within the quoted rates as per Rate Schedule, at no extra cost to BHEL.** In the event the contractor fails to respond to these requirements, BHEL shall take appropriate actions to meet it's commitments in line with the provisions of General Conditions of Contract.

- 4.5. The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.

## 5. COMPLETION OF WORKS BY BHEL

- 5.1. Completion of all works should be ensured prior to commencement of event to the satisfaction of BHEL.

## 6. PRICE

- 6.1. Price quoted shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.
- 6.2. The quoted price shall include all taxes and duties (except service tax) . Service tax shall be quoted separately in the bill of quantities and price schedule under section-IV.
- 6.3. Price quoted shall be in INR (Indian national Rupee) only.
- 6.4. **No price variation /over run charges** on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

## 7. SERVICE TAX

- 7.1. Contractor's price/ rates shall be exclusive of service tax and cess on output services.

## 8. INCOME TAX

- 8.1. Income Tax at the prevailing rate on gross value of work done including service tax and applicable surcharge and education cess shall be deducted from the running bills as per relevant rules unless exempted by the Income Tax Authorities.

## 9. RATE SCHEDULE CUM BOQ

- 9.1. Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.
- 9.2. The Tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II - price bid i.e section-IV of the tender. Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

- 9.3. Quantities mentioned in the rate schedules are approximate only and liable for variation both on positive and negative sides. The tentative contract value (CV) for entire scope of work shall be calculated as per finally quoted / accepted item rates & the quantities indicated in Rate Schedule cum BOQ.

## **10. EVALUATION OF THE OFFERS**

- 10.1. Comparison of the prices & determination of lowest bidder shall be as per Price Schedule for the complete scope.
- 10.2. The grand total price of all the items in BOQ shall be the basis for deciding the lowest bidder. Refer section-IV i.e Bill of Quantities and price schedule

## **11. VARIATION IN SCOPE OF WORK / DEVIATION LIMIT**

- 11.1. BHEL reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract value shall be adjusted based on the quoted unit price. Such variation is not expected to be more than  $\pm 30\%$  of the contract value. The price quoted by the Contractor shall be valid for such variation. Variation beyond the above limit can be executed on mutually agreed rates.

## **12. EXTRA WORK**

- 12.1. The Contractor shall, when requested by BHEL, perform extra work at mutually agreed rates.

## **13. TERMS OF PAYMENT**

Progressive payment shall be as below :

- 13.1. 50% payment of the order value on receipt and verification of material, deployment of labour, T & P etc and start of work .
- 13.2. And balance 50% payment of the order value within 30 days of completion of the work on the basis of actual execution of quantities.
- 13.3. From the amount payable, recovery such as advances, security deposit, taxes etc. would be made.
- 13.4. In the event of postponement / cancellation of the scheduled programme , the amount agreed between BHEL and the service provider shall be worked out based upon the claim against customized / perishable items as examined and agreed by BHEL and shall become payable on verification and approval of actual supplies and expenditure incurred by the party.
- 13.5. In case any amount is withheld by BHEL during course of execution of work on account of non-compliance of contract requirement, the same shall be recovered / released from the contractors bills as deemed fit by the engineer-in-charge of BHEL and the decision of engineer-in-charge shall be final in this regard and binding on the contractor.

#### **14. PENALTY FOR DELAY**

- 18.1 If the Work is not completed within the specified period and any extension thereof, the Contractor shall be liable to pay penalty for delay in completion of work upto a maximum of 10 % of the Contract / executed value whichever is higher without BHEL being required to establish and prove the actual loss /damage suffered by BHEL on account of such delay.



**BHARAT HEAVY ELECTRICALS LIMITED  
CENTRALISED STAMPING UNIT  
Jagdishpur**

**TENDER FOR ASSOCIATED CIVIL WORKS FOR EVENT  
MANAGEMENT FOR FUNCTION AT JAGDISHPUR**

**Tender Enquiry No: BHE/CSU/EM/02**

**SECTION IV**

**BILL OF QUANTITIES AND PRICE SCHEDULE**

**BHARAT HEAVY ELECTRICALS LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
CSU , Industrial Area  
Jagdishpur (UP) 227817**

SECTION-IV : BOQ AND PRICE SCHEDULE						
<b>CENTRALISED STAMPING UNIT, Jagdishpur</b>						
<b>BILL OF QUANTITIES AND PRICE SCHEDULE FOR ASSOCIATED CIVIL WORKS FOR EVENT MANAGEMENT FOR FUNCTION AT JAGDISHPUR</b>						
SL NO.	DESCRIPTION OF ITEMS	UNIT	Qty.	Rate		Amount (Rs)
				In Figures ,Rs	In Words, Rs	
<b>A</b>	<b>Opening of boundary wall at five locations for VVIP, VIP and general public entries and emergency exits and rebuilding with simmlar finishes</b>					
1	Breaking existing concrete work manually / by mechanical means including dismantling or demolishing at any level including <b>cutting reinforcements</b> , removing the rubbish within a lead of 2Km.inside or outside plant area as directed , including making good the broken edges/surface with cement mortar, painting, finishing to match with existing finishing, scaffolding/supporting at any level, all complete and as directed by Engineer.	Cu.M.	2			
2	Dismantling and Demolishing all types of brick work including stacking of serviceable material and disposal of unserviceable material within 1 Km lead from the dismantled structure.	Cu.M.	20			
3	Providing and laying cement concrete in 1:4:8, cement, coarse sand and 40mm gauge stone aggregates under foundation, floors & Grade Beams and curing complete excluding cost of form work and including cost of all materials and T&P required for proper completion of work.	Cu.M.	2			
4	Providing and laying in position specified grade of reinforced cement concrete including the cost of centering, shuttering, finishing and nominal reinforcement for top beam of boundary wall of 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20mm nominal size)	Cu.M.	1			



## CENTRALISED STAMPING UNIT, Jagdishpur

### BILL OF QUANTITIES AND PRICE SCHEDULE FOR ASSOCIATED CIVIL WORKS FOR EVENT MANAGEMENT FOR FUNCTION AT JAGDISHPUR

SL NO.	DESCRIPTION OF ITEMS	UNIT	Qty.	Rate		Amount (Rs)
				In Figures ,Rs	In Words, Rs	
5	Providing <b>brick work of thickness between 230mm and 254mm in class 150 in cement mortar 1:4</b> (1cement : 4 coarse sand) in walls, chambers etc. at all heights, places and position <b>above plinth</b> including raking out joints, curing, scaffolding, complete but excluding plastering and painting, using bricks of class designation 75 or best locally available quality of nominal dimensions as per specification including supply of all material, labour and T & P required for proper completion of work.	Cu.M.	3			
6	Providing <b>brick work of thickness between 115mm and 127mm in cement mortar 1:3</b> (1 cement : 3 coarse sand) <b>in partition walls, chambers etc.</b> at all heights, places and position above or below plinth/graded level including providing 2 nos. 6mm dia. MS bars at every third layer, raking out joints, curing, scaffolding etc. all complete using bricks of class designation 75 or best locally available quality of nominal dimensions excluding plastering and painting as per specification. Cost of providing reinforcement shall be measured separately under item 4.1	Sq.Mt.	20			
7	15mm thick plastering in 1:4 cement and fine sand (FM 1.25) mortar over wall or half brick wall and RCC including rounding, chamfer, etc. finished smooth including cost of all material labour and T&P required for proper completion of work.	Sq.Mt.	40			
8	Two or more coats of snowcem external cement paint of approved brand and manufacture to give an even shade on walls including a priming coat as per specifications.	Sq.M.	400			
9	Two or more coats of <b>white washing with lime</b> to give an even shade on ceiling including a priming coat complete.	Sq.M.	400			



## CENTRALISED STAMPING UNIT, Jagdishpur

### BILL OF QUANTITIES AND PRICE SCHEDULE FOR ASSOCIATED CIVIL WORKS FOR EVENT MANAGEMENT FOR FUNCTION AT JAGDISHPUR

SL NO.	DESCRIPTION OF ITEMS	UNIT	Qty.	Rate		Amount (Rs)
				In Figures ,Rs	In Words, Rs	
<b>B</b>	<b>Filling of area and drains with good earth between VVIP entry and pandal/ stage etc with compaction both manual / mechanical</b>					
10	Earth work in excavation by mechanical means (hydraulic excavator) / manual means in trenches for foundations and for pipes cables etc. in ordinary soil (lean clay or sand) including lift up to 1.5 m. and dressing of sides and ramming of bottom sand disposal of surplus excavated earth as directed by the engineer in charge with in a lead of 50 m.	Cu.M.	50			
11	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth: consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m.	Cu.M.	50			
12	Supply and filling of good earth as per specifications for plant area development and earthwork in embankment including filling in layers, watering, compacting, consolidating as per specifications upto 95% OMC/MDD and levelling, grading and dressing complete . Work to include supply of material, labour, T&Ps required for successful completion of work as directed by engineer	Cu.M.	900			
<b>C</b>	<b>Fixing of unvieling stone</b>					
13	Fixing of unvieling stone on the existing brickwall along with necessary matching plaster and finishes	LS	1			
<b>D</b>	<b>Area levelling and dressing</b>					



## CENTRALISED STAMPING UNIT, Jagdishpur

### BILL OF QUANTITIES AND PRICE SCHEDULE FOR ASSOCIATED CIVIL WORKS FOR EVENT MANAGEMENT FOR FUNCTION AT JAGDISHPUR

SL NO.	DESCRIPTION OF ITEMS	UNIT	Qty.	Rate		Amount (Rs)
				In Figures ,Rs	In Words, Rs	
14	Levelling the area by mechanical means including ploughing the surface as per requirement , pockets filling, dressing the surface and compacting to required level	SqM	7,500			

SL NO.	DESCRIPTION OF ITEMS	UNIT	Qty.	Rate		Amount (Rs)
				In Figures ,Rs	In Words, Rs	
<b>CENTRALISED STAMPING UNIT, Jagdishpur</b>						
<b>BILL OF QUANTITIES AND PRICE SCHEDULE FOR ASSOCIATED CIVIL WORKS FOR EVENT MANAGEMENT FOR FUNCTION AT JAGDISHPUR</b>						
E	<b>Connecting IP/CSU emergency exit road and miscellaneous emergency works including gate modification</b>					
15	Brick on edge flooring with Bricks of class designation 75 including cement slurry etc. complete in 1:6 (1 cement: 6 coarse sand) with Bricks.	Sqm	50			
16	Providing services of unskilled manpower at BHEL office for misc. emergency works .	Per day	50			
17	Supply of Tractor with Trolley	Per Day	7			
18	Supply of Diesel Road Roller- 8 to 10 tonne capacity	Per Day	2			
19	Supply of drinking water tanker	Per Day	2			
20	Supply and installation of mud dewatering pump of minimum capacity 3 HP for emergency dewatering of area for evacuation of traffic through road between IP/CSU emergency road. (The pump shall become BHELs property after the event)	each	1			
					Sub Total=	
24	Service Tax @ 4.12 % (Prevailing rate)					
					<b>GRAND TOTAL=</b>	