



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

**BOILER AUXILIARIES PLANT
RANIPET – 632 406, INDIA**

Phone No:04172-284621

E-mail: tvgopal@bhelrpt.co.in

**PURCHASE DEPARTMENT
REGISTERED POST WITH ACK.DUE**

INVITING TENDER

Tender Notice No	BAP:PUR:CCTV:14: 01 Dated: 13.12.2014
Name of work	Supply, installation & maintenance of CCTV system for a period of 5 years on Financial Lease (Rental and Guarantee) basis.
Type of tender	Open tender
Period of contract	Five Years
Earnest Money Deposit (EMD) Amount	Rs. 2,00,000/-
Last date & Time for Receipt of the Tender	19.01.2015 at 14.30 hrs
Date of Technical bid Opening	19.01.2015 at 14.30 hrs on wards.
<i>(Please obtain updated information from the website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in Purchase Office, BHEL -BAP Ranipet – 632 406
Address on the Sealed Tender Cover to be:	SENIOR MANAGER, PURCHASE DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632 406 VELLORE DISTRICT TAMIL NADU
Venue of the Tender Opening	Purchase Conference hall

Note:

1. The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and Govt tender web site: <http://tenders.gov.in/> and also in Central Public Procurement Portal (CPP) website: <http://eprocure.gov.in/epublish/app>
2. Interested bidders may alternately collect hard copy of tender specification documents at free of cost from Purchase Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) .
3. BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
4. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > **Tender notifications** > **view corrigendum**) only and not in the news papers. **Bidders shall keep themselves updated with all such developments.**
5. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.

QUALIFICATION REQUIREMENTS (QR) :

Name of work: Supply, installation & maintenance of CCTV system for a period of 5 years on Financial Lease (Rental and Guarantee) basis.

Tender Notice No: **BAP:PUR:CCTV:14: 01** **Dated:** **13.12.2014**

S. No	Description	Details (To be filled by the Contractor)
1	Average annual financial turnover of the Contractor during the last 3 years ending on 31st March 2014, should be at least Rs. 30 Lakhs and the bidder should submit audited balance sheet and Profit & Loss Account for the last three years (2011 – 12, 2012 – 13 & 2013-14), duly certified by chartered accountant / auditor.	2011 – 12:
		2012 – 13:
		2013 – 14:
2	Contractors having experience of successfully completed similar works (ref. Note 1 below) during the last 7 years as on 30.11.2014 should be any of <u>the following three categories</u> .	
2. a	<p><u>Category no:1</u></p> <p>Three similar completed works each costing not less than the amount equal to Rs. 40 Lakhs</p>	Client : Name of work : Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:

2.b	<p><u>Category no:2</u></p> <p>Two similar completed work costing not less than the amount equal to Rs. 50 Lakhs</p>	<p>Client: Name of work:</p> <p>Value of Wok : Rs. Completion Certificate issued by :</p> <p>Date of completion of work:</p>
<p>Client: Name of work:</p> <p>Value of Wok : Rs. Completion Certificate issued by :</p> <p>Date of completion of work:</p>		

OR

2.c	<p><u>Category no:3</u></p> <p>One similar completed work costing not less than the amount equal to Rs. 80 Lakhs.</p>	<p>Client: Name of work:</p> <p>Value of Wok : Rs. Completion Certificate issued by :</p> <p>Date of completion of work:</p>
-----	---	--

Note1: 'Similar Works' mentioned in SI.No-2 above shall mean successfully carried out SUPPLY, INSTALLATION AND COMMISSIONING OF CCTV NETWORK SYSTEM ON FINANCIAL LEASE(R&G) BASIS or AMC or OUT RIGHT SALES.

Tender bids not meeting any of the above pre-qualification criteria shall be rejected and shall not be considered for further evaluation of tender.

The bidders to note that possession of provident Fund (PF) code is not a pre-condition for participation in the tender. However, the successful bidder should ensure to get the PF code for the employees

BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.

The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.

Documents required for proof of QR:

The bidders should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory:

- a. Copy of Balance sheet, Profit & Loss Account duly certified & audited by Chartered Accountant) and work orders along with BOQ and completion certificates in support of the qualifying criteria.
- b. Copy of authorization letter / power of attorney of the authorized signatory of the tender document (only in case of owner of the firm is different from authorized signatory).

Details to be filled by the Bidder

1a	Name of applicant	
1b	Full address	
1c	Nationality	
1d	email cell phone fax	
2	Whether the firm is individual firm or Sole proprietorship firm or partner ship firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
3	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
4	PAN no and documentary proof (Notarized copy has to be enclosed)	
5	Registration under Tamil Nadu VAT ACT, TIN number.	
6	The service tax heads under which the enlisting person registered with Excise Authorities and copy of service tax registration certificate has to be enclosed	
7	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act?	
8	Income Tax return filed acknowledgement for last 3 years has to be enclosed.	

IMPORTANT NOTE TO BIDDRES

Bidders are requested to submit their offers `in a sealed cover' consisting of three inner sealed covers such as (1) EMD cover containing DD, (2) Technical Bid cover & (3) Price Bid cover, all super scribing the name of the work, Tender Number, Due date etc.

- 1)** EMD cover shall contain requisite EMD in the form of Demand Draft (DD). Bidders who have already remitted one time EMD of Rs. 2 Lakh need not submit the DD. However they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. Tender without EMD /One time EMD reference will be summarily rejected. EMD in any other form will not be accepted.
- 2)** Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work executed in the similar nature of work etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 3)** The price bid cover shall contain price bid document (BHEL format only) duly filled in and signed by the bidder in all the pages. The bidder has to quote most competitive rates for all the items in the price bid. The completed qualification bid and price bid along with requisite **EMD of Rs 2,00,000 /-** for the work in the form of Demand Draft drawn from any Nationalized bank, in favor of **“BHEL, Ranipet”** payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code : 7013) shall reach the Office of the undersigned on or before 19.01.2015 at 14.30 Hrs.

(This earnest money deposit will be refunded to the unsuccessful Bidders after finalization of the award of work. In case of successful bidder, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with BHE's General Conditions of Contract enclosed. No interest will be paid on the earnest money deposit. EMD by the bidder will be forfeited if i) After opening the tender / price bid the bidder revokes his tender within the validity period or increases his earlier quoted rates ii) The bidder does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of contract).

4) The Qualification/ Technical bid will be opened on 19.01.2015 at 14.30 hrs onwards . In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter for attending tender opening.

5) Bidders are required to submit their price bid in the BHEL format only.

6) Seeking clarification on Tender Specification: Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **Senior Manager/Capital Purchase-phone no -04172-284621.**

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

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

9) Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.

- 10) **The bidder has to quote his Rate for all individual items in the Rate Schedule of Price Bid. If the bidder has not quoted the Rate for any item(s), it is considered as incomplete tender and tender can not be accepted.**
- 11) **The tender offer should be kept valid for 3 MONTHS from the date of technical bid opening** for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
- 12) Quoted rates shall be firm through out the contract period and extended contract period also and no cost escalation is allowed on any account.
- 13) **The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.**

SPECIAL TERMS AND CONDITIONS TO ENQUIRY

1. BHEL reserves the right to increase or decrease the tendered quantity.
2. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
3. BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest acceptable price to them inter-alia other reasons.
4. BHEL reserves the right to negotiate the L1 rate.
5. The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.

Clarification if any can be obtained from the undersigned before submitting the offer.

Kindly acknowledge the receipt of the entire set of tender document.

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited,

Senior Manager /Purchase Department

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

GENERAL CONDITIONS OF CONTRACT FOR WORKS

SECTION – I

1) DESPATCH INSTRUCTIONS:

- 1.1. This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.3. Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.4. Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- 1.5. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.6. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- 1.7. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information's furnished shall be completed by itself.
- 1.8. The bidders shall quote the rates for each item of the tender schedules in rupees and paise only. These rates shall be entered in figures as well as in words. In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.
- 1.9. All entries in the tender documents should be in one ink. Over-writing and corrections should be avoided. The Bidders concerned should duly sign for all corrections and over-writings.

2) DATA TO BE ENCLOSED:

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

2.2. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign).

2.3. IN CASE OF AN INDIVIDUAL:

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

2.4. IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

2.5. IN CASE OF COMPANIES:

Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.

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

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

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

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

3) AUTHORISATION AND ATTESTATION:

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

4) VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE MONTHS** from the date of tender opening. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the bidders.

5) EXECUTION OF CONTRACT:

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

SECTION – II

10.1 DEFINITION:

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

10.2 BHEL shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

10.3 “GENERAL MANAGER”

Shall mean the officer in Administrative charges of contracting unit of BHEL.

10.4 “ENGINEER” or “ENGINEER IN CHARGE” shall mean Engineer who is in-charge for the works referred.

10.5 “SITE” shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.

10.6 “CONTRACTOR” shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators and successor and permitted assignees.

10.7 “CONTRACT” or “CONTRACT DOCUMENT” shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.

10.8 “GENERAL AND SPECIAL CONDITIONS OF CONTRACT” shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.

10.9 “TENDER SPECIFICATIONS” shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site information’s and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification..

10.10 “TENDER DOCUMENTS” shall mean the General and Special Conditions of Contract (10.8) and tender specification (10.9).

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

10.12 “COMPLETION TIME” Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which is found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.

10.13 “PLANT” shall mean and cannot the entire assembly of the plant and equipments covered by the contract.

10.14 “EQUIPMENT” shall mean all equipments, machinery, materials, structural, electrical and their components of the plant covered by the contract.

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

10.16 “APPROVED” “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.

10.17 “WORK OR CONTRACT WORK” shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.

10.18 “SINGULAR AND PLURAL ETC” works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.

10.19 “HEADINGS”

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

10.20 “MONTH” shall mean calendar month, unless specified otherwise in the tender.

10.21 “WRITING” shall include any manuscript typewritten or printed statement under the signature of BHEL.

10.22 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

10.23 ISSUE OF NOTICE:

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

10.24 USE OF LAND:

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

11 COMMENCEMENT OF WORKS:

11.1 The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

11.2 If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHELs other rights and remedies in this regard.

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

12 The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.

13 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

13.1 All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.

13.2 For Progress running bill payment :

The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.

13.3 These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

13.4 Based on the above quantity, contractor shall prepare the bills in prescribed Performa and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.

13.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

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

13.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.

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

necessary for measurement.

- 13.9** If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.
- 13.10** Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.
- 12.11.** Final measurement bill shall be prepared in the final bill preformed prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified „No Due and „No Demand certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of payment. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

14 RIGHTS OF BHEL

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

- 14.1** To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHELs supervision charges and overheads from Security Deposit / other dues.
- 14.2** To affect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.
- 14.3** To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- 14.4** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

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

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

- 15.1 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 15.2 The contractor shall comply with all state and Central Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.
- 15.3 The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.
- 15.4 The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 15.5 The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 15.6 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 15.7 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.
- 15.8 All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractor's unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.
- 15.9 It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/ possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by

BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment.

- 15.10 The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 15.11 In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
- 15.12 Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 15.13 The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 15.14 All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guard's signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.
- 15.15 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.
- 15.16 In case of any class of work for which there is no such specification as laid down in the Contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 15.17 No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 15.18 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.
- 15.19 Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

16) INSURANCE:

- 16.1** It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.
- 16.2** If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.
- 16.3** If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHELs /customers property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.
- 16.4** It shall be the responsibility of the contractor to provide security arrangement for the materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.

17 FORCE MAJEURE:

17.1 The following shall amount to FORCE MAJEURE :

Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic and other similar causes over which the contractor has no control.

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

18 ARBITRATION:

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

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

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

Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

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

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

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

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

GENERAL INSTRUCTIONS TO BIDDRES

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders must be submitted **in sealed covers** and should be addressed to

**Senior Manager
Purchase Department,
Bharat Heavy Electricals Limited,
RANIPET – 632 406.**

The Name, Address of the Bidder and the name of work shall be clearly mentioned on the cover.

3. Tenders will be received up to 14.30 hrs. on **19.01.2015** in the prescribed form and will be opened on **19.01.2015** at 14.30 hrs onwards at Purchase Office Conference Hall in the presence of such of those Bidders or their agents who may choose to attend.
4. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.
5. Tenders not submitted in the prescribed forms are liable for rejection.
6. In quoting the rates, the Bidders are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
7. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS , drawings, specifications and other documents also form part of the agreement to be entered into.
8. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.
9. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.
10. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
11. Rates quoted SHALL INCLUDE ALL royalties, terminal taxes, octrai, duties, central and provincial excise tax, sales tax / VAT and other taxes levied under the State or Central Government Rules excluding applicable service tax for this work.

12. **Service Tax & VAT:**

The Bidder shall not include Service Tax & VAT in their quoted rates; but the bidder has to separately indicate the Service Tax & VAT in UN – PRICED format.

If service tax and VAT amount is not indicated separately in the Un-price bid & price bid schedule then it will be presumed that the quoted rate is inclusive of applicable service tax / VAT and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax and VAT payable for supply & service in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders. I.e. Original invoice copy of service tax challan and certificate of payment of service tax.

The L1 will be decided based on the lowest cost to BHEL.

13. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labourer & staff deployed in the work.

14. The contractor will have to submit the Service Tax Registration certificate to BHEL and claim the Service Tax from BHEL by submitting Tax invoice as per Rules & Regulations of Service Tax and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on service tax, the contractor has to bear such additional payment. BHEL will pay only the service tax at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**

15. **Terms of Payment :**

The payment of R&G contract charges will be made on quarterly basis after completion of each quarter.

First quarter payment shall be effected 3 months after the date of successful completion of installation and commissioning and issue of acceptance certificate by BHEL, Ranipet .

16. If the bidder find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful Bidder shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

17. Quantities shown in the attached schedules are only approximate and may vary up to +/- 10 %.

18. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.

19. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
20. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
21. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
22. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
23. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
24. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

25. **COMPLIANCE TO REGULATIONS AND BY-LAWS**

The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

a) **Minimum Wages for the workers engaged for this work:**

The Contractor shall remain liable for the payment of all wages or other moneys to his work-men or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

The current minimum wages for skilled worker is Rs 296.00 / day, semi skilled worker is Rs 289.00 / day and for un skilled worker it is Rs. 281.00 / day. The contractor shall ensure to pay wages not less than this minimum wage to the workers deployed by him in this work along with other statutory payments. Any increase in wages during currency of the contract also to be paid by the contractor within the quoted rates.

b) 8.33% bonus (minimum) to be paid.

c) The contractor shall also maintain attendance details of the employees and register of payment and a copy of the details shall be submitted to the authorized official every months along with the bill for verification.

- d) As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).
- e) All the contract workers shall be enrolled in ESI (Employees' State Insurance). The effective date will be first day of the latest commencement of running contract concerned. The date shall be entered in the 'Date of Appointment' column of the ESI Declaration Form. The workers who are already members of ESI need not be enrolled again.
- f) The filled ESI declaration forms shall be submitted to the Executive (HR-CLX, REX). In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
- g) ESI contributions (1.75% employee's contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number.
- h) Along with the challan copy, the details of remittance shall be submitted to the Executive (HR-CLX, REX) in the ESI compliance form.
26. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid.
- BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
27. In case of any increase in wage rates on account of revision of minimum wages by Government of Tamil Nadu and any revision of rate of contribution in Provident Fund, ESI and Bonus percentages due to statutory amendments, the contractor is bound to pay the revised amount. In case the revision of minimum wages is made by Government of Tamil Nadu with retrospective dates, the contract is bound to pay such arrears arising out of such revision of minimum wages retrospectively, failing which BHEL as the principal employer will retain the amount from the contractor and pay to contract labourers working under him.
28. The workers' particulars such as Name, Age, Father's name, address etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
29. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety

- and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
30. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
31. Employment of child labour is strictly prohibited.
32. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
33. Payment of Bonus: In respect of work done by the labour, the contractor has to pay to his labourers as laid down by the Payment of Bonus Act – 1965.
34. The Bidder should be present if called for negotiation both technical and commercial. In case, the Bidder's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
35. In case the Bidder is not interested in submitting your quotation, they should return all the tender papers with a covering letter stating that your regrets for not submitting your offer for this tender.
36. If required bidders may visit the site/working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.
37. The bidder shall clearly indicate all the applicable Taxes in the Price Bid and also shall state clearly whether these taxes are inclusive or exclusive of the Basic rate quoted. If any tender does not indicate applicable taxes, BHEL will assume, price quoted is inclusive of all Taxes and Tender will be evaluated accordingly.
38. The contractor should submit a copy of the following documents.
- i. Pan card.
 - ii. TN VAT registration certificate.
 - iii. Service tax registration certificate.
39. The contractor shall indicate all the applicable taxes in the offer and any claim after the issue of contract will not be entertained.
40. In case if any Taxes not applicable, like due to threshold limit etc. Same may be clearly indicated in the offer by the Bidder.
41. **Discrepancy in the Quoted rates:**
- a) If, there is any discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

CERIFICATE OF NO DEVIATION

I / We of M/s Hereby certify that **there is no deviation** from the tender conditions either technical or commercial and I am /We are agreeing to all the terms and conditions mentioned in the Tender Specification.

Date:

Signature of the Bidder

SAFETY RULES

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, safety belt, helmet, safety boot etc must be issued to the workmen and strictly to be used while carryout the work. If Personal Protection Equipments not provided by the contractor, BHEL shall provide the required PPEs on chargeable basis, depending upon the stock availability.
8. If the contractor's workmen found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- will be imposed and deducted from the contractor bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All safety precautions are to be taken by the contractor at his cost.

These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.