

| NOTICE INVITING TENDER | |
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| Tender Notice No | BAP:ERN:SIPAT:ESP:MECH:C:255 |
| Name of work | Replacement of Insulation wool at the 322 Hoppers of Three Units of SIPAT-Stage-I, 3 x 660 MW at SIPAT-STPS, Chattishgarh |
| Period of contract | 60 days |
| Earnest Money Deposit (EMD) Amount | Rs. 1,00,000/- (Rs.One Lakh Only) |
| Last date & Time for Receipt of the Tender | 25.06.2014 .14.30 Hrs. |
| Date of Tender Opening | 25.06.2015 .15.00 Hrs. |
| Place of submission of Tender | Tender Box placed in Erection Services Department, BHEL –BAP, Ranipet – 632 406 |
| Address on the Sealed Tender Cover to be: | DY.GENERAL MANAGER / ES ERECTION SERVICES DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632 406, VELLORE DISTRICT TAMIL NADU |
| Venue of the Tender Opening | Erection Services department |
| BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. | |

Important Note:

- 1) If vendors registered with other BHEL units for similar work can submit their offer along with proof of vendor registration, work order and satisfactory performance certificate from concern BHEL Unit. (The qualification requirement details are enclosed in annexure - A).
- 2) Other vendors will be considered for the next tender subjected to meeting the eligibility criteria as per annexure-A.
- 3) 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>

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 the such developments

**BHEL/BAP/Ranipet :: Erection Services Department
Tender Specification: BAP:ERN:MTPS:ESP:Hoppers:C-263**

TENDER DOCUMENT

TENDER SPECIFICATION No : BAP:ERN:SIPAT:ESP:MECH:C:255

NAME OF WORK:

Replacement of Insulation wool at the 322 Hoppers of Three Units of SIPAT-Stage-I, 3 x 660 MW at SIPAT-STPS, Chattishgarh

Issued to M/s. :

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

BHEL/BAP/Ranipet :: Erection Services Department
Tender Specification: BAP:ERN:SIPAT:ESP:MECH:C:255

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). 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. 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 10,0000/-** for the work in the form of Demand Draft drawn from any Nationalized bank, in favor of 'M/s BHEL, Ranipet' payable at SBI, Mukundarayapuram Branch (Code : 7013) shall reach the Office of the undersigned on or before 25.06.2015 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 BHEL'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).

3. **Bidders are requested to submit their price bid in the BHEL format only**
4. **Seeking clarification on Tender Specification :** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **Sr.Manager/ES- phone no -04172-284554, mobile no: 9943911755.**
5. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished should be complete in all respects and as per the formats prescribed in the tender specification . The bidder may have to produce original documents for verification, if so decided by BHEL.
6. Offers received with any deviation or without relevant information are liable to be rejected.
7. Price bids received in any form other than BHEL format enclosed as "PRICE BID" are liable to be rejected.
8. **The offer should be kept valid for 3 MONTHS from the date of opening of technical bid.** No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
9. Quoted rates shall be firm through out the contract period and extended contract period(if the reason for extension is solely attributable to the contractor).
10. **PRICE BID EVALUATION CRITERIA:** The successful bid shall be based only on the Grand Total quoted value for the entire scope of work, in the "Price bid" as applicable.
11. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "www.bhel.com".
12. **EPF registration:** Bidders should furnish the EPF code and registration details along with the bid. Bidders who have not registered and do not possess EPF code, if awarded the work, should immediately register and obtain the code.
13. **Benefits to Micro, Small & Medium Enterprises (MSE) :** Guidelines of the Govt. of India shall be followed to provide benefits to MSE. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (Format enclosed as per Appendix – IV) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents

BHEL/BAP/Ranipet :: Erection Services Department
Tender Specification: BAP:ERN:SIPAT:ESP:MECH:C:255

14. In the event of any conflict between requirements of a clause/s of this specification /documents/drawings/data sheets etc. and different standards / codes specified, the same is to be brought to the notice of BHEL before submission of offer; else BHEL's interpretation shall prevail.
15. Typographical error/missing pages/other errors in the tender documents noticed, must be brought to the knowledge of BHEL in writing before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
16. BHEL reserves the right to decrease the tendered quantity.
17. 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.
18. 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.
19. BHEL reserves the right to negotiate the L1 rate.
20. Clarification if any can be obtained from the undersigned before submitting the offer.
21. This Booklet consists of the scope and bill of quantities of the entire work etc.
22. The Bidders are requested to go through the instructions contained in the documents attached and quote in the Rate Schedule attached.
23. The Bidders are advised to go through the General conditions of contract, Special conditions of contract, Tender specifications and all parts of this tender document and fully understand the scope of work before quoting. Any doubt in the documents should be got clarified from Erection Services Department of BHEL, Ranipet before submitting their offer.
24. Bidders shall note that all consumables, tools & tackles and **all the required Tools, Material Handling Facilities, other facilities for carrying out the work of Replacement of ESP-Hoppers** are to be provided by the contractor.
25. **The Tender Documents should be submitted duly signed and stamped in all the pages** of the Tender Specification, General conditions of contract, special conditions of contract, Annexure etc. by the Bidder.
26. Offer of the Bidder with all the required documents should be submitted so as to reach the specified addressee as per schedule given in the Notice Inviting Tender.
27. **Address for submission / posting of bid documents and for Communication/Clarifications & Tender Opening Etc.**

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| THE DY. GENERAL MANAGER, ERECTION SERVICES, BHARAT HEAVY ELECTRICALS LIMITED, BOILER AUXILIARIES PLANT, RANIPET – 632 406. | Phone No.:04172 - 241171 / 284973 / 284554 Fax : 04172 - 242011 E- mail : plramana@bhelrpt.co.in rsreedar@bhelrpt.co.in |
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28. **No advance payment towards mobilization of site operation** or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.
29. Bidders shall submit duly filled in **Formats** given in this Tender document, along with the offer.
30. **The replacement work shall be carried out in a period as stipulated in Cl. 2.3 of Tender Specification.** Bidders are requested to carefully study and understand the sequence and schedule of activities as the replacement work affects the unit's operation. Time is the essence of the contract and all the resources required for completion of work in the stipulated time period has to be mobilized immediately.
31. BHEL is not bound to accept the lowest or any bid and will have the right to reject any or all the bids without assigning any reason whatsoever. Approval, if any, required from statutory authorities like Labour Commissioner, Electricity Board, etc., should be obtained by the bidder at his own cost and risk.
32. The bidder should mobilise maximum labour force from the local area of work.
33. These Tender Documents are not transferable.

BHEL/BAP/Ranipet :: Erection Services Department
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| Venue of the Tender Opening | Erection Services department |
| BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. | |

1. Acceptance of any bid shall be subject to the approval by BHEL's Customer/ Client.
2. Time period of the contract is very short. Bidders are advised to visit the site and completely familiarize themselves with the site conditions for this re-insulation of Hoppers works.
3. **PROJECT INFORMATION:**
 - 3.1 Purchaser and Owner : **NTPC Limited, SIPAT Super Thermal Power project, PO Ujwal nagar, District Bilaspur, CHHattisgarh-495 555 (Tel: 07752-246552, Fax 07752-246507)**
 - 3.2 Location : **Bilaspur**
 - 3.3 Nearest Railway station : **Bilaspur Jn.**
 - 3.4 Air Quality **NORMAL POWER PLANTS CONDITIONS.**
Before submitting his/her/their offer, the Bidder has to get thoroughly acquainted with the site conditions with reference to Operating procedures inside the plant, security rules for access and movements, HSE rules prevailing in the plant, site interference problems, movement of cranes / derricks etc. in the store yard / work site during material handling, erection, storage facilities available, constraints on access and movements, etc. No compensation or revision of rates will be entertained at a later date for not having proper knowledge of the site conditions.
4. **SCOPE OF WORK:** Removal of existing aluminum cladding sheet on the ESP hopper lower part, relaying of insulation wool and **re-fixing the aluminum cladding sheet.(Original insulation was not done as per drawing and this is rectification of original insulation work) at SIPAT-Stage-I, 3 x 660 MW at SIPAT-STPS, Chattishgarh. The detailed scope of work is mentioned below:**
 - a) The contractor has to coordinate with customer's operation engineer and obtain prior permission for re-doing the insulation work as per BHEL Engineers/supervisor instructions during plant running condition.
 - b) Remove the cladding sheet for the hopper 1/3rd height i.e. up to the panel type heaters.
 - c) Modify/Rework the LRB wool mattress for the 1/3 hopper height i.e. up to Panel type heaters on all four sides of the hopper.
 - d) Contractor shall use the additional LRB wool requirement for the rework/modification from BHEL supplied quantity
 - e) After ensuring the Panel type heater thermostat trigger which is achieved due to improved insulation, contractor will be asked to clad hoppers using the aluminium sheet of that particular hopper.
 - f) Replacement of the **insulation** at the lower part of the existing ESP with fresh insulation supplied by BHEL, is in the scope of work. The existing Aluminium Cladding sheet is to be re-used.
 - g) The distance of BHEL / Customer stores / storage yard within the plant to site of erection is in a radius of about 1.0 km.

BHEL/BAP/Ranipet :: Erection Services Department
Tender Specification: BAP:ERN:SIPAT:ESP:MECH:C:255

- h) The Fresh Insulation will be supplied by BHEL on free issue basis and the contractor has to take receipt of them at the designated point, store them carefully, use them in the works as specified and required and finally account for them.
 - i) Fabrication and erection of temporary structures, platforms, scaffolding etc. for dismantling and replacement of Insulation forms part of the work. The temporary structures etc. erected shall be removed after completion of work at no extra cost.
 - j) Any work like cutting/grinding etc. of supplied materials/existing materials to suit to site conditions shall form part of the erection work and no extra charges will be paid on this account.
 - k) After completion of revamping work, all the materials/equipment removed/shifted shall be re-installed/re-erected/placed back in their original locations or at locations as instructed by BHEL.
 - l) Eventhough the scope of conducting of Power Consumption Test is not in the scope of the contractor, the contractor shall co-ordinate for the same.
5. **ROUND THE CLOCK WORK:** The contractor shall deploy adequate no of man power in round the cloack shift(if required) to complete entire scope of work as quickly as possible. The contractor shall provide for suitable illumination, security, labour amenities, etc for such working. Necessary safety gadgets shall be provided and ensured for the manpower during late hours. The bidder shall consider all such contingencies in their offer.
6. **TOOLS & TACKLES :** It may be noted that **BHEL will not provide** any cranes , trailers / trucks / tractors, tools and plants for execution of the work. All required resources are to be arranged by the contractor only.
7. **CONSTRUCTION POWER & WATER:** Required construction power and water shall be provided by BHEL/client on FREE OF CHARGE at one point only (within 500m). Necessary power cabling from the source to distribution boards, energy meters etc. has to be arranged by the contractor
8. **HEALTH, ENVIRONMENT AND SAFETY:** The contractor shall follow good safety practices at the site. All personnel shall be provided with required safety protective gear and contractor to ensure that they are used. Safety training to be provided to all personnel at the site. In addition, the prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of M/s MTPS, project site rules, prevailing labour laws enforced by local authorities, labour regulations, movement of labour / vehicles inside the plant area, time keeping systems etc., in force and other local political conditions shall be studied before submission of this budgetary offer. The bidder shall submit a write-up, along with the Technical-bid, on the HSE procedures to be adopted subject to modification and acceptance by BHEL, covering at minimum Personal Protective Equipment such as helmets, hard shoes, goggles, gloves, etc, safety training to staff and labour, daily safety pep talks & inspections, safety sign boards, housekeeping procedures, etc.
9. **COMPLIANCE TO STATUTORY REQUIREMENTS:** The contractor shall comply with all State/Central Laws, Statutory Rules, Regulations etc. inclusive of those regarding Labour and Industrial Laws which are applicable from time to time and shall comply with the provision of the same Labour Legislation, Rules and Regulations framed under the provision of Employees' Provident Fund and Miscellaneous Provision Act 1952, ESI registration, Labour License etc.
10. **SECURITY DEPOSIT (SD) :** The successful Bidder shall within the time specified in the letter of intent deposit the required amount of security deposit. The SD shall be as per clause 1.8 of General Conditions of Contract (GCC).

BHEL/BAP/Ranipet :: Erection Services Department
Tender Specification: BAP:ERN:SIPAT:ESP:MECH:C:255

11. **PAYMENT TERMS** :All payments for the works completed shall be paid based on bills raised by the contractor as per payment terms and certified by Engineer-in-Charge of BHEL. Payment will be made within a period of 30 days from the date of submission of bills along with all the enclosures as called for by BHEL. Payment will be only through e-payment (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges. **Payment terms for all the rate schedule shall be as below.**
 - (i) **95% of rates shall be released progressively after completion of the work as per rate schedules.**
 - (ii) **The balance 5% of the contract value shall be paid after the guarantee period of 6 months. The guarantee period will commence from the date of completion of insulation work. However this 5% amount can be released against bank guarantee valid for 6 months as aforesaid in the prescribed proforma of BHEL.**
12. **PERIOD OF CONTRACT / DURATION OF WORK** : The contract period for the tendered scope of work is 2 months However contractors have to plan to complete the work as early as possible.
13. **Accommodation for Contractors' personnel** : BHEL shall not provide any accommodation facilities for the contractors' personnel. All the necessary arrangements have to be made by the contractor, outside the Plant premises, at no extra cost to BHEL.
14. **LIQUIDATED DAMAGES** : If the work completion gets delayed and the contract period gets extended due to reasons attributable to the bidder, liquidated damages as per provisions of contract (clause No.2.7.5 of General conditions of Contract for Works) shall apply. All decisions of BHEL in this regard will only be final and binding on the Bidder.
15. **SERVICE TAX** : The bidder has to separately indicate the Service Tax rate and amount in the Price bid. (present rate of service tax is 14%)

BHEL/BAP/Ranipet :: Erection Services Department
Tender Specification: BAP:ERN:SIPAT:ESP:MECH:C:255



TENDER DOCUMENT

PART - II (PRICE BID) SCHEDULE OF RATES & QUANTITIES

REF No : BAP:ERN:SIPAT:ESP:MECH:C:255

BILL OF QUANTITIES

| SL. NO. | DESCRIPTION OF ITEM | UNIT | QTY | RATE / UNIT | | TOTAL AMOUNT | |
|------------|--|---------------|-----|-------------|-----|--------------|-----|
| | | | | RS. | PS. | RS. | PS. |
| 01 | Removal of Existing aluminium cladding sheet, repositioning/Relaying of insulation wool, casing supports, retainers(use additional wool supplied by BHEL free of cost if required) and re-cladding with removed aluminum sheets(Necessary trimming/ cutting of aluminum sheet if required is included in the scope of the contractor) for ESP Hopper lower part at NTPC SIPAT stage-I 3X660 MW project. The approximate insulation area of Hopper lower part is 25 sq.meters per hopper. The work has to be carried out as per BHEL Engineer's instructions and without affecting normal operation of the ESP and power plant. | No of Hoppers | 322 | | | | |
| | TOTAL | | | | | | |
| | Service tax@ | | | | | | |
| | Total amount including tax | | | | | | |

Total amount in words:

SIGNATURE OF BIDDER

GENERAL CONDITIONS OF CONTRACT

FOR

WORKS

(SECTION – I & II)

ES : F : 010



ERECTION SERVICES DEPARTMENT

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BOILER AUXILIARIES PLANT

INDIRA GANDHI INDUSTRIAL COMPLEX

RANIPET – 632 406

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

SECTION -I

1. GENERAL INSTRUCTIONS TO BIDDERS

1.1. DESPATCH INSTRUCTIONS:

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

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

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

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

1.2. QUALIFICATION OF BIDDERS:

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

1.3. DATA TO BE ENCLOSED:

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

1.3.1. FINANCIAL STATUS:

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

1.3.2. INCOME TAX CERTIFICATE:

A certificate of Income Tax clearance from the appropriate authority in the forms prescribed there for indicating annual turnover and the Sales Tax clearance certificate from the appropriate authorities as prescribed by the concerned state government, if any. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.3.3. PREVIOUS EXPERIENCE:

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the bidder indicating the particulars, value of each work, the site location, the duration, date of completion, a list of site locations and particulars and value of various services that are under progress. Information required in Annexure –BI & BII shall be furnished by the bidders along with the offer.

1.3.4. ORGANISATION CHART:

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

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

1.3.6. IN CASE OF AN INDIVIDUAL:

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

1.3.7. IN CASE OF PARTNERSHIP FIRMS:

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

1.3.8. IN CASE OF COMPANIES:

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

- 1.3.9. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.
- 1.3.10 Names and particulars including addresses of the Directors and their previous experiences shall be furnished.
- 1.3.11 A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.
- 1.3.12 In addition to the above, the particulars required in various annexure shall also be furnished.

1.4. EARNEST MONEY DEPOSIT:

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

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

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

1.4.2. Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.

1.4.3. The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit.

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

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

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

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

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

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

1.4.6. Earnest Money deposit shall not carry any interest.

1.5. AUTHORISATION AND ATTESTATION:

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

1.6. VALIDITY OF OFFER:

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

1.7. EXECUTION OF CONTRACT:

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

1.8. SECURITY DEPOSIT:

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

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

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

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

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

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

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

1.8.3.2. Payorder , Demand Draft in favour of BHEL.

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

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

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

1.8.3.6. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the companies act. The FDR should be in the name of the contractor, account BHEL, duly discharged on the back.

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

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

1.8.3.9. Acceptance of security deposit as per clause 1.8.3.4 and 1.8.3.6 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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

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

1.8.6 If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a

manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

1.8.7 BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

1.8.8 RETURN OF SECURITY DEPOSIT:

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

1.9. REJECTION OF TENDER AND OTHER CONDITIONS

1.9.1. The acceptance of Tender will rest solely with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

1.9.1.1. To reject any or all of the bidders.

1.9.1.2. To split up the work amongst two or more Bidders.

1.9.1.3. To award the work in part.

1.9.1.4. Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.

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

1.9.3. If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

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

1.9.5. If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.

1.9.6. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form are liable to rejection.

1.9.7. Should a bidder or contractor or in the case of a firm or company of contractors one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

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

SECTION –II

2.1. DEFINITION:

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

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

- 2.1.14. “EQUIPMENT”** shall mean all equipments, machinery, materials, structurals, electricals and other components of the plant covered by the contract.
- 2.1.15. “TESTS”** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.
- 2.1.16. “APPROVED” “DIRECTED” or “INSTRUCTED”** shall mean approved, directed or instructed by BHEL.
- 2.1.17. “WORK OR CONTRACT WORK”** shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.
- 2.1.18. “SINGULAR AND PLURAL ETC”** works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.

2.1.19. “HEADINGS”

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

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

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

2.2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

2.3. ISSUE OF NOTICE:

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

2.4. USE OF LAND:

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

2.5. COMMENCEMENT OF WORKS:

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

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

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

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

2.6. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

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

2.7 RIGHTS OF BHEL

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

- 2.7.1.** To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in

instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.

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

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

If the contractor:

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

OR

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

OR

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

OR

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

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

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

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

- 2.7.14. BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.**

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

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

- 2.8.1.** As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2.** The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 2.8.3.** The contractor shall comply with all state and Central Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations

framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.

- 2.8.4.** The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.
- 2.8.5.** While BHEL would pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, Inspection Certificate etc., will have to be made by the contractor. However BHEL will not make any payment to Boiler Inspector in connection with contractor's welders qualification/requalification tests etc.
- 2.8.6.** The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 2.8.7.** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 2.8.8.** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.9.** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.10.** All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.
- 2.8.11.** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractors bills/security deposit in one installment.
- 2.8.12.** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 2.8.13.** In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
- 2.8.14.** Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15.** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16.** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view

prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.

- 2.8.17.** The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.
- 2.8.18.** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19.** No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 2.8.20.** Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.
- 2.8.21.** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.
- 2.8.22.** Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

2.9. CONSEQUENCES OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.

- 2.9.1.** In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

2.10 INSURANCE:

- 2.10.1.** BHEL/their customer shall arrange for insuring the materials/properties of BHEL / customer covering the risks during transit, storage, erection and commissioning.
- 2.10.2.** It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.
- 2.10.3.** If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.

2.10.4. If due to contractor's carelessness's, negligence of non-observance of safety precautions damage to BHEL's /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.

2.10.5. It shall be the responsibility of the contractor to provide security arrangement for the equipment/ materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.

2.11. STRIKES & LOCKOUTS:

2.11.1. The contractor will be fully responsible for the entire dispute and other issues connected with his labour. In the event of the contract labour resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its won labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.

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

2.12. FORCE MAJEURE:

2.12.1 The following shall amount to FORCE MAJEURE:

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

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

2.13. GUARANTEE:

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

2.14. ARBITRATION:

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

The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be is expressed in the contract to be

final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

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

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

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

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

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

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

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

ANNEXURE –‘D’

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

CONTRACT AGREEMENT

AGREEMENT NO: BAP : ERN : BHE :

DATE:

Name of work :

Name of the contractor with full address :

Amount of tender accepted :

Letter of Intent No. :

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

(Officer authorized to sign the agreement)

CONTRACTOR

CONTRACT AGREEMENT

AGREEMENT No: BAP: ERN : BHE :

DATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

(with full address)

1.

2.

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

Date:

WITNESSES:

(with full address)

1.

2.

For and on behalf Bharat Heavy Elec.Ltd.

Date:

ANNEXURE 'E'

PROFORMA FOR SECURITY DEPOSIT

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

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

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

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

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

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

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

We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the principal under or by virtue of the said agreement

have been fully paid and its claims satisfied or discharged or till the principal certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee subject to however that the principal shall have no rights under this guarantee after the expiry of six months from the date of completion of the contract (the date of completion shall be as certified by the Principal) unless this guarantee is extended by agreement.

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

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

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

Date:

(Name of the Bank & Place)

Seal:

DESIGNATION OF THE AUTHORISED

PERSON SIGNING THE GUARANTEE

ANNEXURE –‘F’

NO DEMAND CERTIFICATE

- 1) Name of work :
- 2) Agreement Date :
- 3) I/We certify that
 - a) I/We have completed the above work to the entire satisfaction of BHEL.
 - b) I/We have handed over all the balance materials, components, tools and tackles, machinery and other equipment of BHEL.
 - c) I/We have received the final payment from BHEL for the above work.
 - d) I/We have no further demand whatsoever from BHEL.

I/We, therefore request you to refund to me/us the security deposit of Rs. (Rupees dt. for Rs. only) and the Bank guarantee No.: After deducting all cost of expenses or other amounts that are to be paid by me/us to BHEL under this contractor other contract entered into by me/us with BHEL.

**SIGNATURE OF THE
CONTRACTOR WITH SEAL**

Place:

Date:

Witness 1)
2)
3)



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet –632 406
ERECTION SERVICES DEPARTMENT

STATUTORY REQUIREMENT OF CONTRACT
ES : F : 009

Page No.: 01 of 11

STATUTORY REQUIREMENT

OF

CONTRACT

(FORMATS & PROCEDURES)

ES : F : 009



R 05- 275

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



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet –632 406
ERECTION SERVICES DEPARTMENT

STATUTORY REQUIREMENT OF CONTRACT
ES : F : 009

Page No.: 02 of 11

CHECK LIST

Bidders are required to fill in the following details:

| | | |
|-----|--|----------|
| 1.a | Name of the Bidder With address, Phone No., Mobile No., Fax and e-mail. | |
| 1.b | Nature of Firm (Whether Proprietary, Partnership, Pvt.Ltd, Others-Specify) | |
| 2 | Whether EMD submitted as per tender Specification Terms and conditions | Yes / No |
| 3 | Validity of offer (offer shall be kept valid for acceptance for a period of minimum 6 months) | Yes / No |
| 4 | Whether Bidder visited the erection Site and acquainted with Site Conditions before quoting | Yes / No |
| 5 | Whether the following details are furnished. | |
| 5.a | Previous Experience – Photocopies as in QR Annexure-B-I & B-II | Yes / No |
| 5.b | Present assignments | Yes / No |
| 5.c | Organization chart of the Company Annexure-C | Yes / No |
| 5.d | Financial status of the Company Annexure-A | Yes / No |
| 5.e | In case of Company, proof of registration of the Company | Yes / No |
| 5.f | Memorandum and Articles of Association of Company / copy of Partnership Deed. | Yes / No |
| 5.g | Profit and Loss Account For the last three Years | Yes / No |
| 5.h | Balance sheet for the last three years | Yes / No |
| 5.i | Income Tax clearance Certificates | Yes / No |
| 5.j | Solvency Certificate from a Nationalized Bank | Yes / No |
| 5.k | Power of Attorney of the person signing the tender duly attested by a Notary Public | Yes / No |
| 5.l | Names and addresses of Directors, Partners their Experience and qualification | Yes / No |
| 5.m | Manpower Organization chart and Tools list with deployment plan at Site for satisfactory completion of work under this specification | Yes / No |
| 5.n | EPF regn No. (with a copy of certificate) | |
| 5.o | Service Tax regn No. (with copy of cert') | |
| 5.p | E- payment acceptance as per appendix. | Yes / No |
| 5.q | Rate schedule as per the schedule appended | Yes / No |
| 6 | Whether the Bidder is conversant with local labour laws and conditions | Yes / No |
| 7 | Whether the Bidder is aware of all safety Rules and codes. | Yes / No |
| 8 | Whether the declaration sheet (as per appendix enclosed) filled | Yes / No |
| 9 | Whether the erection schedule (as per appendix enclosed) furnished | Yes / No |
| 10 | Whether all the pages are read, understood and signed | Yes / No |

SIGNATURE OF BIDDER

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



Ranipet

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet –632 406
ERECTION SERVICES DEPARTMENT

STATUTORY REQUIREMENT OF CONTRACT
ES : F : 009

Page No.: 03 of 11

OFFER OF THE BIDDER

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

To

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

Sir,

I / We hereby offer to carry out the work detailed in the Tender Specification No. **BAP:ERN:SIPAT:ESP:MECH:C:255** issued by M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Ranipet in accordance with the terms and conditions thereof:

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

Tender Specification no. **BAP:ERN:SIPAT:ESP:MECH:C:255**

I/We have deposited / forwarded herewith the Earnest Money Deposit in the form prescribed and as stipulated in Clause No.1.4. of the General Conditions of Contract for Works towards the Earnest Money Deposit for a sum of **Rs.**

(Rupees. _____ .only)

vide Pay Order No.....Dt..... 2014 /

Demand Draft No.....dt..... 2014 which shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit such additional sum, within the stipulated time as may be indicated by BHEL, which along with the sum of **Rs.**

(Rupees. _____ .only)

shall make up the Security Deposit for the work as provided for in clause 1.8.2 of the General Conditions of Contract for Works.

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

| | | |
|-----------------------------|--|----------|
| SIGNATURE OF BIDDER: | | |
| Place: | | ADDRESS: |
| Date: | | |

WITNESSES WITH FULL ADDRESS

| | SIGNATURE | NAME | ADDRESS |
|---|-----------|------|---------|
| 1 | | | |
| 2 | | | |
| 3 | | | |



Ranipet

Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant, Ranipet –632 406

ERECTION SERVICES DEPARTMENT

STATUTORY REQUIREMENT OF CONTRACT
ES : F : 009**Page No.: 04 of 11****APPENDIX – II** (To be filled by Tenderer and submitted along with Tender document)

| S.No. | PARTICULARS | YES | NO |
|-----------|--|-----|----|
| 01 | SERVICE TAX | | |
| a. | Service Tax Registration No. of Tenderer (copy to be enclosed) | | |
| b. | Issue of Service Tax Invoice as per Rule 9 of Cenvat Credit rules 2004 | | |
| c. | Whether Tenderer is taking Service Tax Credit for their Inputs | | |
| d. | Under which Service Head is Service provided | | |
| e. | If Service Tax is Exempted , furnish reasons | | |
| f. | BHEL Service Tax Registration No. (To indicate in your Invoice) : AAACB/4146/PST/008 | | |
| 02 | INCOME TAX | | |
| a. | PAN No. of Tenderer | | |
| b. | If Exempted , furnish exemption Certificate | | |
| c. | PAN No. of BHEL : AAACB/4146/P | | |
| 03 | WC ST | | |
| a. | CST Registration No. | | |
| b. | VAT Registration No. | | |
| c. | Whether Tenderer is availing VAT Credit | | |
| d. | If Exempted , furnish Reasons | | |
| | NOTE : | | |
| | 1. Rates Quoted shall be clearly indicated that they are INCLUSIVE of all Taxes & Duties except service tax. The Contractor has to issue invoice accordingly. Also refer clause 15.0 of Tender specification regarding Taxes & Duties | | |
| | 2. Payment will be made only through e-payment to your account. Payment through Cheque / DD payment will not be made by BHEL. | | |

Tenderer has to submit Banker's Certificate as per format specified in APPENDIX- IV.**Agreed to the Above Conditions****Signature of the Tenderer :**



Ranipet

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet –632 406
ERECTION SERVICES DEPARTMENT

STATUTORY REQUIREMENT OF CONTRACT
ES : F : 009

Page No.: 05 of 11

APPENDIX - III

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

CERTIFICATE

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

AUTHORISED SIGNATORY OF VENDOR WITH SEAL
Banker's Certification

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

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)



Ranipet

Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant, Ranipet –632 406

ERECTION SERVICES DEPARTMENT

STATUTORY REQUIREMENT OF CONTRACT
ES : F : 009

Page No.: 06 of 11

APPENDIX – IV

Certified by Chartered Accountant on letter head

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

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated 5, 2006 :

Rs..... Lakhs

2. **For Services Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lakhs

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

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant

| | | |
|--|---|---|
|  Ranipet | Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT | STATUTORY REQUIREMENT OF CONTRACT ES : F : 009 |
| | | Page No.: 07 of 11 |

CERTIFICATE OF NO DEVIATION

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

I / Weof M/s
 hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am / We are agreeing to all the terms and conditions mentioned in the Tender Specification (No. : BAP:ERN:SIPAT:ESP:MECH:C:255).

Date :

SIGNATURE OF THE BIDDER

| | | |
|--|---|---|
|  Ranipet | Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT | STATUTORY REQUIREMENT OF CONTRACT ES : F : 009 |
| | | Page No.: 08 of 11 |

DECLARATION SHEET

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

I,
 hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BAP:ERN:SIPAT:ESP:MECH:C:255 are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications. Further certify that I am duly authorized representative of the under mentioned Bidder and a valid power of Attorney to this effect is also enclosed.

BIDDER'S NAME AND ADDRESS:

AUTHORISED REPRESENTATIVE'S
 SIGNATURE
 WITH NAME
 AND ADDRESS

| SI-No | Name of the equipment | Total Qty Available | Qty proposed to be deployed | Type, capacity, Specification | Year of Make | Date of Purchase | Registration Number | Present Location | Utility factor of the Machine |
|-------|--|---------------------|-----------------------------|-------------------------------|--------------|------------------|---------------------|------------------|-------------------------------|
| 29 | Gas Welding and cutting accessories with 20M long hose | | | | | | | | |
| 30 | Spirit level 0.02 mm/M | | | | | | | | |
| 31 | Tacho Meter | | | | | | | | |
| 32 | Megger | | | | | | | | |
| 33 | Various sizes of portable grinders | | | | | | | | |
| 34 | Bench grinder | | | | | | | | |
| 35 | Heavy duty high speed portable grinder | | | | | | | | |
| 36 | Flexible shaft grinders | | | | | | | | |
| 37 | Pneumatic drill ½” & 1” | | | | | | | | |
| 38 | Torque wrenches 300mm 450mm 600mm | | | | | | | | |
| 39 | Pull lifts 1.5T Capacity 3T Capacity 6T Capacity | | | | | | | | |
| 40 | Compensating Cables | | | | | | | | |
| 41 | Steel wire ropes for guy ropes | | | | | | | | |
| 42 | Bench files of various sizes | | | | | | | | |

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

Date :

SIGNATURE OF THE BIDDER

QUALIFICATION REQUIREMENTS (QR) :

Name of work: Cleaning and painting of all type of machines & Caution boards

| 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 2015, should be at least Rs.13.04 lakhs and the bidder should submit audited balance sheet and Profit - and- Loss Account for the last three years (2012-13, 2013-14 -and- 2014-15), duly certified by chartered accountant / auditor. | 2012 – 13: 2013 – 14: 2014 – 15: |
| 2 | Contractors having experience of successfully completed similar works (ref. Note 1 below) during the last 7 years as on 31.05.2015 should be either 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. 17.39 Lakhs.</p> | <p>Client :</p> <p>Name of work :</p> <p>Value of Wok : Rs.</p> <p>Completion Certificate issued by :</p> <p>Date of completion of work:</p> <hr/> <p>Client:</p> <p>Name of work:</p> <p>Value of Wok : Rs.</p> <p>Completion Certificate issued by :</p> <p>Date of completion of work:</p> <hr/> <p>Client:</p> <p>Name of work:</p> <p>Value of Wok : Rs.</p> <p>Completion Certificate issued by :</p> <p>Date of completion of work:</p> |

SIGNATURE OF THE BIDDER
WITH SEAL AND ADDRESS

| OR | | |
|---|---|--|
| 2.b | <p><u>Category no:2</u></p> <p>Two similar completed works each costing not less than the amount equal to Rs. 21.74 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> |
| OR | | |
| 2.c | <p><u>Category no:3</u></p> <p>One similar completed work costing not less than the amount equal to Rs.34.78 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>Note1: 'Similar Works' mentioned in SI.No-2 above shall mean successfully execution of INSULATION WORK</p> | | |
| <p>2. Tender bids not meeting any of the above pre-qualification criteria shall be rejected and shall not be considered for further evaluation of tender.</p> | | |
| <p>3. Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.</p> | | |
| <p>4. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.</p> | | |
| <p>5. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.</p> | | |

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).

SIGNATURE OF THE BIDDER
WITH SEAL AND ADDRESS

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 . | |
| 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. | |

SIGNATURE OF THE BIDDER
WITH SEAL AND ADDRESS