



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
A GOVERNMENT OF INDIA UNDERTAKING
Ranipet - 632 406
Tamil Nadu, India

Contact Numbers: 04172-284141, 284698.

E-mails: lkumar@bhelrpt.co.in
mpcsekhar@bhelrpt.co.in

M&S DEPARTMENT

BAP: M&S: PLG: GS: CY:

Dt: 17.02.2015

To

The Bidders

Dear Sirs,

Sub: Movement of full oxygen gas cylinders and collection of empty cylinders inside the factory.

Ref: Tender Notice No. BAP: M&S: TE: GS: 14: 033: DT: 17.02.2015.

Please find enclosed / attached non-transferable tender document containing Notice inviting tender, qualification requirements, general conditions of contract (GCC) for works, general instructions to bidders, Bill of material, scope of work etc. to offer your most competitive rates for all the items.

- 1) **Earnest Money Deposit (EMD) shall be in the form of DD.** Bidders who had already remitted one time EMD (Rs. Two lakhs) should furnish the details of cash receipt No. ___Dt. ___ With covering letter. Tender without EMD / without reference to one time EMD will be summarily rejected.
- 2) The completed bid along with requisite EMD of **Rs. 10, 000/- (ten thousand only)** for the work in the form of Demand Draft / One time EMD. The Demand Draft (DD) shall be drawn in favor of "**BHEL, Ranipet**" payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code: 7013), shall reach the office of the undersigned on or before **10.03.2015 at 14.30 hrs.** EMD in any other form will not be accepted.
- 3) Document has to be signed by the bidder in all the pages.
- 4) Price bid has to be duly filled in and signed by the bidder in all the pages. **The bidder has to quote most competitive rates in Part – II, Price bid.**
- 5) The tender (Technical bid) will be opened on the **10.03.2015 at 14.30 hrs.** In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / your authorized Representative may participate in the tender opening.
- 6) Clarification if any can be obtained contacting following phone No. 04172 – 284141.

Thanking you,

Yours faithfully

For and on behalf of Bharat Heavy Electricals Limited,

M.P. Chandrasekhar
17/2/15

ISSUING OFFICER
एम.पी.चन्द्रसेखर / M.P.Chandra Sekhar

वरिष्ठ अभियंता / Senior Engineer

अनु. एवं से. योजना / M&S Planning

Page 1 of 36

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

TENDER DOCUMENT

TENDER NOTICE NO: BAP: M&S: TE: GS: 14: 033: DT: 17.02.2015.

Name of Work	Movement of full oxygen gas cylinders and Collection of empty cylinders inside the factory.
Period of Contract	One Year.

Issued to M/s:

PART – I – TECHNICAL BID (Pages 1 to 31)



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

CONTENTS

CHAPTER	DESCRIPTION	PAGE NO
1	NOTICE INVITING TENDER	4
2	QUALIFICATION REQUIREMENTS (QR)	5, 6
3	DETAILS TO BE FILLED BY THE BIDDER	7
6	IMPORTANT NOTE TO BIDDERS & SPECIAL TERMS AND CONDITIONS TO ENQUIRY	8 to 10
7	GENERAL CONDITIONS OF CONTRACT FOR WORKS	11 to 24
8	GENERAL INSTRUCTIONS TO BIDDERS & CERTIFICATE OF NO DEVIATION	25 to 31
9	UN – PRICE BID	32
10	SCOPE OF WORK	33
10	PART – II – PRICE BID	34 to 36
11	ACCEPTANCE FOR EFT	37



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

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

Phone No:04172-284141

FAX No.:04172-241201

E-mail: lkumar@bhelrpt.co.in

**MAINTENANCE & SERVICES DEPARTMENT
REGISTERED POST WITH ACK.DUE**

INVITING TENDER

Tender Notice No	BAP: M&S: TE: GS: 14: 033: DT: 17.02.2015.
Name of work	Movement of full oxygen gas cylinders and collection of empty cylinders inside the factory.
Type of tender	Open tender
Period of contract	One Year
Earnest Money Deposit (EMD) Amount	Rs. 10,000/- (Rs. Ten thousand only)
Last date & Time for Receipt of the Tender	10.03.2015 at 14.30 hrs.
Date of Technical Bid Opening	10.03.2015 at 14.30 hrs on wards.
(Please obtain updated information from the website about the latest applicable dates & other changes if any in the tender contents)	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in M&S Office, BHEL -BAP Ranipet – 632 406
Address on the Sealed Tender Cover to be:	MANAGER/ PLANNING, M & S DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632 406 VELLORE DISTRICT TAMIL NADU
Venue of the Tender Opening	M&S Conference hall

Note:

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

QUALIFICATION REQUIREMENTS (QR) :

Name of work: Movement of full oxygen gas cylinders and collection of empty cylinders inside the factory.

Tender Notice No: BAP: M&S: TE: GS: 14: 033: DT: 17.02.2015.

S. No	DESCRIPTION	DETAILS (TO BE FILLED BY THE CONTRACTOR)
1		Contractors having experience of successfully completed similar works (ref. Note 1 below) during the last 7 years as on 31.01.2015 should be any of <u>the following three categories</u> .
1. a	Three similar completed works each costing not less than the amount equal to Rs. 0.80 Lakhs	Client : Name of work : Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
1. b	Two similar completed works costing not less than the amount equal to Rs. 1.00 Lakhs .	Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:

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WITH SEAL AND ADDRESS**

		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
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OR

1.c	<u>Category no:3</u> One similar completed work costing not less than the amount equal to Rs. 1.60 Lakhs.	Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
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Note1: 'Similar Works' mentioned in SI.No-1 above shall mean successfully execution of any work involving movement/handling of materials using labours and vehicles.

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

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.

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

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

DETAILS TO BE FILLED BY THE BIDDER

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

IMPORTANT NOTE TO BIDDERS

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

- 1) EMD cover shall contain requisite EMD in the form of Demand Draft (DD). Bidders who have already remitted one time EMD of Rs. 2 Lakh need not submit the DD. However they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. Tender without EMD / One time EMD reference will be summarily rejected. EMD in any other form will not be accepted.
- 2) Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work executed in the similar nature of work etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 3) The price bid cover shall contain price bid document (BHEL format only) duly filled in and signed by the bidder in all the pages. The bidder has to quote most competitive rates for all the items in the price bid. The completed qualification bid and price bid along with requisite **EMD of Rs 10,000 /-** for the work in the form of Demand Draft drawn from any Nationalized bank, in favor of **"BHEL, Ranipet"** payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code: 7013) shall reach the Office of the undersigned on or before 10.03.2015 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).

- 4) **The Qualification/ Technical bid will be opened on 10.03.2015 at 14.30 hrs onwards. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter for attending tender opening.**
- 5) **Bidders are required to submit their price bid in the BHEL format only**
- 6) **Seeking clarification on Tender Specification:** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **Manager/M&S- Phone no- 04172-284141.**
- 7) All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

- 8) Offers received with any deviation or without relevant information are liable to be rejected.
- 9) Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
- 10) **The bidder has to quote his Rate for all individual items in the Rate Schedule of Price Bid. If the bidder has not quoted the Rate for any item(s), it is considered as incomplete tender and tender can not be accepted.**
- 11) **The tender offer should be kept valid for 3 MONTHS from the date of technical bid opening** for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
- 12) Quoted rates shall be firm through out the contract period and extended contract period also and no cost escalation is allowed on any account.
- 13) **The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.**

SPECIAL TERMS AND CONDITIONS TO ENQUIRY

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

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

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

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited,

MGR / M&S Department

14) Proof of MSE Certificate:

If vendor have their MSE Certificate, EMD need not to pay for this work.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Documents should be notarized or attested by a Gazettes officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to 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)..... dt:.....Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year 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 October 5, 2006:
Rs..... Lacs
2. For Service 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..... Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant:

Signature of the Tenderer with seal
(Authorized Signatory)

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

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

GENERAL CONDITIONS OF CONTRACT FOR WORKS

SECTION – I

1) DESPATCH INSTRUCTIONS:

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

2) DATA TO BE ENCLOSED:

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

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

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

2.3. IN CASE OF AN INDIVIDUAL:

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

2.4. IN CASE OF PARTNERSHIP FIRMS:

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

2.5. IN CASE OF COMPANIES:

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

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

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

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

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

3) EARNEST MONEY DEPOSIT (EMD) :

3.1. EMD shall be in the form of DD / Cash receipt of BHEL/ Ranipet. Bidders who had already remitted one time EMD (Rs.Two lakhs) should furnish the details of cash receipt No with a covering letter. Tender without EMD / without reference to one time EMD will be summarily rejected. In cash of Demand Draft the same shall be drawn in favour of " **BHEL, Ranipet** " payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code: 7013), Ranipet -6.

3.2. "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL."

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

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

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

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

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

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

3.8. 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.

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

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

4) AUTHORISATION AND ATTESTATION:

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

5) VALIDITY OF OFFER:

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

6) EXECUTION OF CONTRACT:

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

7) SECURITY DEPOSIT (SD):

7.1. 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.

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

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

7.2.2. 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.

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

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

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

7.3.2. Pay order, Demand Draft in favour of BHEL.

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

7.3.4. 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).

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- 7.3.5.** Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the companies act subject to a maximum of 50% of the total security deposit value. Balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- 7.3.6.** 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.
- 7.3.7.** Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 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.
- 7.3.8.** EMD of the successful bidder may be converted and adjusted against the security deposit on specific request by the contractor.
- 7.3.9.** Acceptance of security deposit as per clause 7.3.4 and 7.3.6 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.
- 7.3.10.** 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.
- 7.3.11.** Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.
- 7.3.12.** 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.
- 7.3.13.** 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.

8.0 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 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.**

9.0 REJECTION OF TENDER AND OTHER CONDITIONS

- 9.1** The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 9.1.1.** To reject any or all of the bidders.
- 9.1.2.** To award the work in part.
- 9.1.3.** Either of the contingencies stated in (9.1.2) above to modify the time for completion suitably.
- 9.2.** Conditional and Un witnessed 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.
- 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.
- 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.
- 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.
- 9.6.** Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.
- 9.7.** Should a bidder or contractor or in the case of a firm or company of contractor's 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.
- 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.
- 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.

SECTION – II

10.1 DEFINITION:

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

10.2 BHEL or (B.H.E.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 Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

10.3 “GENERAL MANAGER”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.19 “HEADINGS”

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

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

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

10.22 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

10.23 ISSUE OF NOTICE:

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

10.24 USE OF LAND:

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

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11 COMMENCEMENT OF WORKS:

- 11.1** The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 11.2** If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHELs other rights and remedies in this regard.
- 11.3** All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 11.4** 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.

12 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

- 12.1** 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.
- 12.2** 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.
- 12.3** 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.
- 12.4** Based on the above quantity, contractor shall prepare the bills in prescribed Performa and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.
- 12.5** 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.
- 12.6** Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
- 12.7** The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.
- 12.8** 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.

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

- 12.9** 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.
- 12.10** Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.
- 12.11.** Final measurement bill shall be prepared in the final bill preformed prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified „No Due and „No Demand certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of payment. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

13 RIGHTS OF BHEL

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

- 13.1** To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHELs supervision charges and overheads from Security Deposit / other dues.
- 13.2** 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/BHELs obligation to its customer.
- 13.3** 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:
- 1) Contractor's continued poor progress.
 - 2) Withdrawal from or abandonment of the work before completion of the work.
 - 3) Corrupt act of contractor.
 - 4) Insolvency of the contractor.
 - 5) Persistent disregards to the instructions of BHEL.
 - 6) Assignment transfer, sub-letting of the contract without BHEL's permission.
 - 7) Non-fulfillment of any contractual obligations.
- 13.4** 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.
- 13.5** 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.

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

- 13.6** 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.
- 13.7** To affect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.
- 13.8** 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.
- 13.9** 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's and to recover the expenditure on account of the same from contractor's bills.
- 13.10** 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.

13.11 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

14) 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.

- 14.1** As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.
- 14.2** 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.
- 14.3** 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.
- 14.4** 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.
- 14.5** 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.
- 14.6** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.

- 14.7** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 14.8** 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.
- 14.9** All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractor's unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.
- 14.10** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/ possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment.
- 14.11** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 14.12** 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.
- 14.13** 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.
- 14.14** 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.
- 14.15** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guard's signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.
- 14.16** 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.

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

- 14.18** 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.
- 14.19** 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.
- 14.20** 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.
- 14.21** 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.
- 14.22** 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.

15) CONSEQUENCES OF CANCELLATION:

- 15.1** Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 13 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.
- 15.2** 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.

16) INSURANCE:

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

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

17) STRIKES & LOCKOUTS:

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

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

18) FORCE MAJEURE:

18.1 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.

18.2 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.

19) 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

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terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

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

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

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

GENERAL INSTRUCTIONS TO BIDDERS

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.

2. Tenders must be submitted **in sealed covers** and should be addressed to

**Manager-Planning,
M&S Department,
Bharat Heavy Electricals Limited,
RANIPET – 632 406.**

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

3. Tenders will be received up to 14.30 hrs. on 10.03.2015 in the prescribed form and will be opened on 10.03.2015 at 14.30 hrs onwards at M&S Office Conference Hall in the presence of such of those Bidders or their agents who may choose to attend.

4. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.

5. Tenders not submitted in the prescribed forms are liable for rejection.

6. In quoting the rates, the Bidders are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

7. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS , drawings, specifications and other documents also form part of the agreement to be entered into.

8. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.

9. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.

10. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.

11. Rates quoted SHALL INCLUDE ALL royalties, terminal taxes, octroi, duties, central and provincial excise tax, sales tax / VAT and other taxes levied under the State or Central Government Rules excluding applicable service tax for this work.

12. **Service Tax:**

Rates quoted shall include all royalties, terminal taxes, octroi duties, central and provincial excise tax, sales tax and other taxes leviable under the State or Central Government Rules excluding Service Tax. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect in future.

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

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

Pure Service not involving any supply of materials by Contractor:

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

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

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

15. **Terms of Payment:**

Payment shall be made once in a month based on actual quantity of cylinders moved as per the scope of work after certification of 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.

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

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

18. Should a Bidder or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.

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19. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.
20. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
21. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
22. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
23. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
24. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
25. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
26. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form.
27. **The contractor should posse's necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work. The Contractor shall insure all his materials, tools, tackles etc. and also for third party.**

28. **COMPLIANCE TO REGULATIONS AND BY-LAWS:**

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

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

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

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

In addition to the above the contractor is liable to pay additional lumpsum monthly payment as below.

- Rs.3200/- for unskilled worker
- Rs.3700/- for semiskilled worker
- Rs.4100/- for skilled worker

- b) 8.33% bonus (minimum) to be paid.
- c) The contractor shall maintain the detailed list of employees engaged during the contract execution period.
- d) The contractor shall also maintain attendance details of the employees and register of payment and a copy of the details shall be submitted to the authorized official every months along with the bill for verification.
- e) As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).
- f) All the contract workers shall be enrolled in ESI (Employees' State Insurance). The effective date will be first day of the latest commencement of running contract concerned. The date shall be entered in the 'Date of Appointment' column of the ESI Declaration Form. The workers who are already members of ESI need not be enrolled again.
- g) The filled ESI declaration forms shall be submitted to the Executive (HR-CLX, REX). In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
- h) ESI contributions (1.75% employee's contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number.
- i) Along with the challan copy, the details of remittance shall be submitted to the Executive (HR-CLX, REX) in the ESI compliance form.
29. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid.

BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.

30. In case of any increase in wage rates on account of revision of minimum wages by Government of Tamil Nadu and any revision of rate of contribution in Provident Fund, ESI and Bonus percentages due

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to statutory amendments, the contractor is bound to pay the revised amount. In case the revision of minimum wages is made by Government of Tamil Nadu with retrospective dates, the contract is bound to pay such arrears arising out of such revision of minimum wages retrospectively, failing which BHEL as the principal employer will retain the amount from the contractor and pay to contract labourers working under him.

31. The workers' particulars such as Name, Age, Father's name, address etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
32. As per the Contract (Regulation & Abolition) Act, 1970 & Allied Rules, the contractor employing 20 or more labourers is required to obtain license from the Inspector of Labour, Vellore. This license shall be amended and/or renewed whenever there is an increase in the workman employed by him or in the event of contract being extended or renewed. The contractor shall inform the License Number so obtained to the Human Resources Department.
33. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
 - a) Muster Roll
 - b) Register of Wages
 - c) Register of Deductions
 - d) Register of Overtime
 - e) Register of Fine
 - f) Register of Advance
 - g) Wage slips
 - h) Register of Accidents
 - i) Register of Leave with Wages
 - j) ESI Register in Form-7.

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

34. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
35. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
36. Employment of child labour is strictly prohibited.
37. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
38. Payment of Bonus: In respect of work done by the labour, the contractor has to pay to his labourers as laid down by the Payment of Bonus Act – 1965.
39. The Bidder should be present if called for negotiation both technical and commercial. In case, the Bidder's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

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40. In case the Bidder is not interested in submitting your quotation, they should return all the tender papers with a covering letter stating that your regrets for not submitting your offer for this tender.
41. If required bidders may visit the site/working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.
42. The bidder shall clearly indicate all the applicable Taxes in the Price Bid and also shall state clearly whether these taxes are inclusive or exclusive of the Basic rate quoted. If any tender does not indicate applicable taxes, BHEL will assume, price quoted is inclusive of all Taxes and Tender will be evaluated accordingly.
43. The contractor should submit a copy of the following documents.
- i. Pan card.
 - ii. TN VAT registration certificate.
 - iii. Service tax registration certificate.
44. The contractor shall indicate all the applicable taxes in the offer and any claim after the issue of contract will not be entertained.
45. In case if any Taxes not applicable, like due to threshold limit etc. Same may be clearly indicated in the offer by the Bidder.
46. **Discrepancy in “Words” & “ Figures”:**
- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
47. **SET OFF Clause:**
- 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.

CERIFICATE OF NO DEVIATION

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

Date:

Signature of the Bidder

UN - PRICE BID

BILL OF MATERIAL

Name of Work : Movement of full oxygen gas cylinders and Collection of empty Cylinders inside the factory..

Period of Contract : One Year.

Tender Notice No : BAP: M&S: TE: GS: 14: 033: DT: 17.02.2015.

Sl. No.	Description	Qty	Unit	Rate in Rs	Amount in Rs
01	Movement of oxygen gas Full cylinders from Gas Services cylinder storage area/any other identified cylinder storage area within the BAP premises to the user points in production bays and non- production areas located inside the factory premises.	15000	No		
02	Collection of Empty oxygen cylinders from various locations in production bays and non-production areas located inside the factory premises to cylinders storage area.	15000	No		
03	Sub Total				
04	Service Tax @ _____%				
05	Total Amount				

Note:

1. Contractor has to fill applicable service tax in Sl. No: 04.
2. This Un-Price bid should be submitted along with Techno-Commercial Bid.
3. The amount should be quoted only in the PRICE – BID and to be submitted in a separate sealed cover along with the tender.
4. If the service tax is applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the invoice.
5. If the bidder's annual serviceable turnover is less than threshold limit (prevailing limit Rs.10 lakhs) and the same shall be clearly indicated as "Service tax is not applicable at present and incase of any service tax liabilities due to exceeding the threshold limit, the bidder shall be responsible and the service tax shall not be reimbursed by BHEL).
6. If not specified in the tender, the same will be treated as inclusive of service tax.

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SCOPE OF WORK

- 1) The Contractor has to arrange his own Auto/hired Auto in good running conditions.
- 2) If the auto is unserviceable for any reason or due for any checks by RTO or the contractor is sick, then the Contractor has to make alternate arrangement for movement of cylinders.
- 3) The Auto (vehicle) and the driver should possess all valid licenses/permits/Insurances/pollution certificates as stipulated by Government Authorities.
- 4) The Contractor has to work for five hours on all working days from Monday to Saturday. However, for any reason the contractor may have to work on Sundays or holidays also as per the instruction of In-charge Gas Services for which the Contractor has to take prior special permission from Officer In-charge/Gas Services.
- 5) The working time also may be extended / revised at the discretion of BHEL according to BHEL's requirement without any change in the rate and other conditions.
- 6) The Contractor should positively report to the Gas Services In-Charge for every days work without fail as per instruction of the Supervisor/Officer In-charge of Gas Services. Every day's arrival timing will be told by the In-charge of Gas Services. Any absence by the contractor to carry out the work will entail BHEL to make alternative arrangement without information and to effect suitable recovery from the contractors running bill and / or from the security deposit of the contractor.
- 7) PENALTY CLAUSE: (a) RS.700/- per day will be recovered from the running bills or security deposit, if the contractor fails to report to gas services for non executing the work and (b) Rs.150/- per hour will be recovered from the running bills or security deposit if the contractor wants to go back before completion of five working hours for whatsoever being the reasons.
- 8) The Contractor has to follow all safety rules during execution of the work.
- 9) Gas Cylinder Rules 2004 shall be followed strictly for movement of cylinders.
- 10) The Payment will be made to contractor for number of cylinders moved as per the above scope.
- 11) The contractor shall handle the cylinders with cap safely and chain it properly at the storage points.
- 12) The placement of Full cylinders and collection of Empty cylinders inside factory shall be carried out as per the instruction of In-charge Gas Services.
- 13) The Personal Protective Equipments required for job should be worn by the Contractor/persons engaged by him for the work at all times during the work at his own cost.
- 14) If any cylinders found to be damaged for the cause attributable to the cylinder movement contractor, suitable recovery for the cost of cylinders/valve and the gas along with administrative charges and statutory taxes and levies will be recovered from the Contractor's bills.
- 15) The contractor should maintain the required number of oxygen cylinders in all bays at all times, so that factory work should not suffer. If any bays ask for cylinders at any time during the day, the contractor should be able provide the cylinders to bays within one hour of receiving call from Gas Service/concerned bays. This complaint call working hour will be additional to five hours of daily work if the contractor has finished the daily work and gone out.

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TENDER DOCUMENT

TENDER NOTICE NO: BAP: M&S: TE: GS: 14: 033: DT: 17.02.2015.

Name of work	Movement of full oxygen gas cylinders and Collection of empty Cylinders inside the factory.
Period of Contract	One Year.

Issued to M/s. :

PART – II – PRICE BID (Pages 34 to 36)



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

PRICE BID

BILL OF MATERIAL

Name of Work : Movement of full oxygen gas cylinders and collection of empty cylinders inside the factory.

Period of Contract : One Year.

Tender Notice No : BAP: M&S: TE: GS: 14: 033: DT: 17.02.2015.

SL No.	Description	Qty	Unit	Rate in Rs	Amount in Rs
01	Movement of oxygen gas Full cylinders from Gas Services cylinder storage area/any other identified cylinder storage area within the BAP premises to the user points in production bays and non- production areas located inside the factory premises.	15000	No		
02	Collection of Empty oxygen cylinders from various locations in production bays and non-production areas located inside the factory premises to cylinders storage area.	15000	No		
03	Sub Total				
04	Service Tax @ _____ %				
05	Total Amount				

Note:

1. If service tax is applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the monthly invoice.
2. If not specified in the tender, the same will be treated as inclusive of service tax.

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SAFETY RULES

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

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