

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Under taking)
Boiler Auxiliaries Plant
Indira Gandhi Industrial Complex
RANIPET - 632 406

SAFETY ENGINEERING DEPARTMENT

Phone: 04172 – 284610

Fax : 04172 – 241201

Ref : BAP:SE:001/15-06

Dt. 17.10.2015

NOTICE FOR INVITING OPEN TENDER (TWO PART BID)

Tender Notice No.	BAP:SE:CON:001/15-16
Name of work	<p><u>Schedule:1</u> Conducting Risk Analysis study as per Tamil Nadu Factories Rules, 1950 and also siting the location of the proposed 13 KL Liquid Oxygen Tank including preparation and submission of relevant reports on the same.</p> <p><u>Schedule:2</u> Environmental Impact Assessment study at BAP/Ranipet as per Tamil Nadu Pollution Control Board norms for the proposed 13 KL Liquid Oxygen Tank including preparation and submission of relevant reports on the same.</p>
Period of contract	45 Days
Earnest Money Deposit	Nil
Security Deposit	Applicable
Last Date and Time for receipt of tender	11.11.2015 & 14.30 hours
Date & time of tender opening	11.11.2015 & 15.00 hours
<p>This document contains 20 pages including General Instruction to tenderers, schedule, safety precautions and general conditions of contract.</p> <p>The tender shall be addressed to Sr. Manager / Safety Engineering, Safety Engineering Department, BAP: BHEL: Ranipet – 632 406, TAMIL NADU duly super-scribing the name of work as specified in Tender Notice and the date of opening of Tender.</p>	

Issuing officer

Copy to : 1) Sr. Manager / Finance
2) Cashier

Signature of the Tenderer with seal (Authorized Signatory)

GENERAL INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the work mentioned in the scope of work are invited from Contractors experienced in works of similar kind and magnitude.
2. Tender should be submitted in a sealed cover consisting of two sealed covers such as Technical bid (Part-1) cover and Price bid (Part -2) cover, all the covers superscripting the Name of work, Tender Enquiry Number with date, contents, etc.
 1. Technical bid cover shall contain duly filled in Technical bid document (Pages:1 to 19 of this tender document) signed by the Tenderer in all the pages with documentary evidence for qualification such as experience, value of work executed in the similar nature of work, etc, including **Annexure-III**. Any bid without proper documentary evidence for qualification will be liable for rejection.
 2. Price bid cover shall contain price bid document (Page No: 20 of this tender document) duly filled in and signed by the Tenderer in all the Pages. The Tenderer has to quote most competitive rate for all the items in the Price bid.

Tender in Sealed cover shall reach the Safety engineering office **on or before 14.30 hrs on 11.11.2015**.

The incomplete Tender documents may lead to rejection.

Technical Bid(Part-1) will be opened at **15.00 hrs on 11.11.2015** at Safety Engineering office and Price bid (Part-2) will be opened after scrutinizing the Technical Bid(Part-1) with due intimation to the qualified vendors. You or your authorized representative may attend the tender opening. **BHEL reserves the right to decide the tender through Reverse Auction (RA)** instead of opening the sealed envelope price bid. For detailed Terms and Conditions of Reverse Auction please refer **Annexure- IV**.

There is no requirement of Earnest Money Deposit (EMD).

3. Tenders should be addressed to:

**Sr. Manager / Safety Engineering
SAFETY ENGINEERING DEPARTMENT
Boiler Auxiliaries Plant
Bharat Heavy Electricals Limited
RANIPET - 632 406.**

4. All entries in the tender documents should be in one ink. Erasures and over-writing are not permitted. The tenderers concerned should duly sign all cancellations and insertions.
5. Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and seal each and every page of the tender document including the drawings / annexures attached thereto before submitting the tender.
6. Conditional and un-witnessed tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in

Signature of the Tenderer with seal (Authorized Signatory)

accordance with the tender conditions laid down by the accepting Officer are liable for rejection.

7. Tenders not submitted in the prescribed forms are liable for rejection.
8. Rates quoted shall be firm throughout the contract period including total extended period if any and shall include all royalties, all types of tax applicable in any manner on works contract / VAT or any other taxes levied and leviable under the State or Central government rules during the currency of the contract except service tax which is extra. The Bharat Heavy Electricals Limited will not entertain any claim whatsoever in this respect.

Service Tax

The bidder shall not include service tax in their quoted rates, but the bidder has to separately indicate the service tax rate, amount and working thereof in the price bid schedule included in the bid documents.

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

Bidders have to quote the applicable service tax payable in the price bid format include in the bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

In quoting the rates, the tenderers 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.

9. Before tendering, the tenderers are advised to inspect the site of work and its environment and be well acquainted with actual working and other prevalent conditions. General instructions to tenderers, drawings, specifications and other documents also form part of the agreement to be entered into.
10. The rates quoted in the tender shall remain valid for a period of **three months** from the date of opening of the tender.
11. In the event of tender being submitted by the 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 duly attested by a Gazetted Officer must accompany the tender.
12. 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 therefore.
13. Rates for each item of the tender schedules should be quoted in rupees and paise only.

Discrepancy in words & figures quoted in price bid will be evaluated as per following guidelines

- a) If 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 BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
 - c) If there is a discrepancy between words and figures, the amounts 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.
14. Should a tenderer find discrepancies or omissions in the tender documents or should be in doubts 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 tenderer 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.
15. Tenders submitted by post should be sent by "REGISTERED POST WITH ACK.DUE". This should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening will not be considered on any account.
16. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of this tender. The scheduled period of contract will be for **45 days** and the contractor will have to plan the work accordingly.
17. One time payment will be made on submission of the bills after successful completion of the entire work and duly submission of reports certified and accepted by the BHEL official.
18. Should a tenderer 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.
19. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion to 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 be bound by any Power of Attorney granted by the tenderer 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. If the contractor deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
23. Words imparting the singular number shall also deemed to include the plural number and vice versa wherever the context so requires.
24. An agreement shall be signed by the contractor, before commencement of the contract. The expenses for completing and stamping the contract agreement shall be to the contractor's account.
25. Tenderers shall not increase their quoted rates incase Bharat Heavy Electricals Limited negotiated for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of **three months** from the date of opening of tender.
26. 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.
27. The "**GENERAL INSTRUCTIONS TO TENDERERS**" shall be deemed to form an integral part of contract for the work to be entered into.
28. The tenderer should be present if called for negotiation both technical and commercial. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
29. In case, the tenderer wants to quote only for one Schedule, the tenderer shall write "Not Quoted" in the other Schedule in the relevant formats.
30. If any employee / labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.
31. Contractor has to submit the **ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER format as per annexure enclosed.**
32. No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.
33. **Method of Award of Contract:**

Contract will be awarded on Schedule-wise L1 vendor.

UN PRICE BID**TENDER NO. BAP:SE:CON:001/15-16 Dt.17.10.2015**

SL.NO	DESCRIPTION OF WORK	RATE
<u>Schedule 1</u>		
01	Conducting Risk Analysis study as per Tamil Nadu Factories Rules 1950 at BAP, Ranipet and also siting the location of the proposed 13 KL Liquid Oxygen Tank including preparation and submission of relevant reports on the same. (A)	Rs._____
02	Service tax amount in Rs. Rate: ___ % (B)	Rs._____
03	Total amount including service tax(A+B)	Rs._____
<u>Schedule 2</u>		
01	Environmental Impact Assessment study at BAP/Ranipet including preparation and submission of relevant reports on the same. (A)	Rs._____
02	Service tax amount in Rs. Rate: ___ % (B)	Rs._____
03	Total amount including service tax(A+B)	Rs._____

Note:

- 1) In this Unpriced -Price bid (which also forms part of the Technical Bid) , quote only applicable Service tax %age in Sl.no.02 of applicable Schedule and in other places, mention either Quoted /Not-quoted and submit along with Technical bid.
- 2) **Contract will be awarded on Schedule-wise L1 vendor.**

Signature of the Tenderer with seal (Authorized Signatory)

SCOPE OF WORK

S. No	Detailed scope of work
<u>Schedule 1</u>	
Schedule-1	Conduct Risk Analysis Study and prepare relevant contour drawings and documents like, Hazard Study Report etc., at BAP Ranipet with respect to the proposed 13KL Liquid Oxygen Tank and also considering the storage of existing hazardous chemicals like LPG (40 MT), High Speed Diesel oil (22KL), paints, solvents and other chemicals at Inflammable Stores and Rust Preventive oil at R1/A1 bays. Recommendation for location of the Liquid Oxygen tank. Gap analysis of the proposed installation with respect to relevant statutes.
1.	Preparation of Risk Assessment report as per statutory requirement duly conducting the same at BAP/Ranipet. Report includes Risk contour diagram analyzing the various risk scenarios and Consequence Analysis based on probable worst case scenarios.
2.	Recommendation for location of the proposed 13KL Liquid Oxygen Tank considering the storage of various existing hazardous chemicals as mentioned above.
3.	Preparation of Hazard Study Report as per statutory requirement duly conducting the same at BAP/Ranipet
4.	Gap analysis of the proposed installation with respect to relevant statutes
<u>Schedule 2</u>	
Schedule-2	Preparation and submission of relevant documents by conducting Environment Impact Assessment survey, at BAP Ranipet with respect to the proposed 13KL Liquid Oxygen Tank and also considering the storage of existing hazardous chemicals like LPG (40 MT), High Speed Diesel oil (22KL), paints, solvents and other chemicals at Inflammable Stores and Rust Preventive oil at R1/A1 bays. Recommendation for location of the Liquid Oxygen tank.
5.	Preparation of Environment Impact assessment report as per statutory requirement duly conducting the same at BAP/Ranipet
<u>General</u>	
	<ul style="list-style-type: none"> a) Our unit falls under MAH category as per factory act due to the installation of 2x20T LPG bullets. b) Any minor modification, rework etc., shall be carried-out without any extra cost. c) All the accessories and consumables required for the above work is in contractor scope. d) Power will be supplied at free of cost by BHEL for carryout the work at BHEL premises only. e) Quote your rate including travel & boarding, local conveyance, consumable cost, insurance, freight, package and forwarding, etc. f) Necessary insurance coverage for contractor staffs and contractor's equipments is in contractor scope. g) The consultant has to attend all technical and other discussions at BAP/BHEL/Ranipet on their own. h) Copy of existing available data / documents for carryout the above work will be provided by BHEL. Any other data / documents required for preparation and submission of report for the above work will be in the scope of contractor. i) Consultant should submit 5 copies of the reports and soft copy of the same in CD.

SAFETY PRECAUTIONS

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, necessary platform and safety belts shall be provided for workers by the contractors 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 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 shoe and safety equipments such as gloves, safety goggles, helmet, safety belts etc must be issued to the workmen by the contractor and strictly to be used while carrying-out the work.
8. If the contractor's workmen are found to be violated the safety precautions punitive action will be taken by withholding a sum of Rs.500/- to Rs.1,000/- from the contractor bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be property earthed, insulated and periodically checked.
11. The contractor should arrange **WORKMEN COMPENSATION / INSURANCE POLICY** covered for all his workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work order / Agreement.

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)

1. DEFINITION: -

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

a)The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

b)The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

c)The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

d) "The Officer-In charge" means, the Officer deputed by the AGM/HSE to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of AGM/HSE, or person deputed by him for the particular purposes.

f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/HSE authorised to invite tenders and enter into contract for works on behalf of the Company.

g)The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

2. HEADING TO THE CONTRACT CONDITIONS :- The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT:- The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/HSE. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5.OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

6. PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

7.ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

8. SUB-CONTRACT: - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .

9. COMPLIANCE TO REGULATIONS AND BYE-LAWS: - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-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.

10. SECURITY DEPOSIT:- (1) Security Deposit should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows: -

a) In the case of works costing up to Rs.10. Lakhs :: 10% of the estimated cost

b) In the case of works costing above :: 1 Lakh + 7.5.% of the amount
Rs.10.00 Lakhs up to Rs.50.00 Lakhs :: exceeding Rs.10 Lakhs.

c) In case of works costing above :: 4 Lakhs + 5% of the amount
Rs.50 Lakhs :: exceeding Rs.50 Lakhs.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- i) Cash, (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.

- iv) Securities available from Post Office such as National Savings 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).
- v) Bank Guarantee from Scheduled Bank / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) 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, A/C BHEL, duly discharged on the back.
- vii) 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 should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) The Security Deposit shall not carry any interest.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

11. ORDERS UNDER THE CONTRACT:- All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

12. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/HSE to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/HSE or the OFFICER-INCHARGE, to receive instructions.

The AGM/HSE shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

13. LABOUR:- The Contractor shall remain liable for the payment of all wages or other moneys to his work-people 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, thereunder from time to time.

14. PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/HSE and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

16.LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

17.CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall :-

(i) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

(ii) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

(iii)obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

18. RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/HSE or his authorized officials and continues in that state after a reasonable notice from AGM/HSE or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by AGM/HSE which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/HSE or the same shall be recovered from the Contractor by other means.

19. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .

d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by AGM/HSE which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/HSE or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/HSE whose decision shall be final and conclusive.

20.CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT :-

If the Contractor :

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/HSE or his authorised representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/HSE which is final and conclusive) being
- d) less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor
- e) under this contract the Contractor shall either pay the excess amount ordered by AGM/HSE or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/HSE whose decision shall be final and conclusive.

21.TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

22.SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/HSE shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

23.SUBMISSION OF BILLS BY CONTRACTOR :- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the AGM/HSE separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

a) Deviation from the items provided in the contract documents.

b) Extra items / new items of work.

c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

24.PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by AGM/HSE.

25.RECOVERY FROM CONTRACTOR: - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

26. POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

27.REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

28.FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion,

Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/HSE subject to prompt notification by the contractor.

29.ARBITRATION :- All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/HSE or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

30.SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

31.All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

32.Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

33.Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

34.Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

35.Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

36. 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.

Signature of the Tenderer with seal (Authorized Signatory)

ANNEXURE-III**PRE-QUALIFICATION REQUIREMENT**

The eligibility criteria of the tenderers are as follows. Only the eligible tenders will be evaluated for further process.

S.No	ELIGIBILITY CRITERIA	BIDDER'S RESPONSE
1	EMD	Nil
2	Income Tax PAN No Proprietorship - PAN Card on Owner's Name Others - PAN card on Company/Firm/Business	PAN NO: _____ Proof Attached / Proof Not Attached
3	Service Tax Registration No	Regn.No: _____ Proof Attached / Proof Not Attached #If not applicable, please furnish details.
4	Company Status (Proprietorship/ Partnership Firm/LLP/One person Company/Private Limited Company/Public Limited Company/Trust/Society) (Proof to be attached)	Company Status: _____ Proof Attached / Proof Not Attached
5	The Bidder / Vendor who have completed minimum two consultancy service in the relevant field of Risk Analysis study or Environment Impact Assessment study only will be considered. The bidder has to submit the documentary evidence in support of the above experience. Copies of work order/Work completion certificates with client data to be attached.	Attached / Not Attached
6	Willingness to participate in Reverse Auction	Accepted / Not Accepted

*Point Nos: 2, 3 & 5 are mandatory and all relevant details and attested photocopies of certificates are to be furnished in the Technical Bid without which bids will not be considered for further evaluation.

Signature of the Tenderer with seal (Authorized Signatory)



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE												
		PAN NO. <input type="text"/>											
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
03	Details of Bank Account:												
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)												
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
D)	MICR CODE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT											
G)	VENDOR NAME AS PER BANK RECORDS												
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY												

CERTIFICATE

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

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Signature of the Tenderer with seal (Authorized Signatory)

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:

No. _____

(Manager / Officer's
Signature Under Bank stamp)
Authorisation

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

TERMS AND CONDITIONS OF REVERSE AUCTION

Conditions of Reverse Auction	Acceptance by the Tenderer (Yes/No)
<p><i>BHEL reserves the right to decide the tender through Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder . This will be decided after techno-commercial evaluation. Bidders are requested to go through RA guidelines (mentioned below) and give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them.</i></p>	

1. BHEL may resort to "REVERSE AUCTION PROCEDURE", i.e., ON LINE BIDDING ON INTERNET.
2. For the proposed reverse auction, technically acceptable bidders only shall be eligible to participate.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet. The details of Service provider will be informed to the vendors to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. will be communicated through our service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL like Service Tax for Service for each of the vendor to enable them to fill – in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time. Any request for change in scheduled date and time of "Reverse Auction" will not be entertained.
8. At the end Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled – in prescribed format as Provided on case –to – case basis to BHEL through Service provider within 24 Hours of auctions without fail.
10. Any variation between the on – line bid value and the signed document will be Considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender Enquiry, the price bids and impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

 Signature of the Tenderer with seal (Authorized Signatory)

PRICE BID
TENDER NO. BAP:SE:CON:001/15-16 Dt.17.10.2015

SL.NO	DESCRIPTION OF WORK	RATE
<u>Schedule 1</u>		
01	Conducting Risk Analysis study as per Tamil Nadu Factories Rules 1950 at BAP, Ranipet and also siting the location of the proposed 13 KL Liquid Oxygen Tank including preparation and submission of relevant reports on the same. (A)	Rs._____
02	Service tax amount in Rs. Rate: ____ % (B)	Rs._____
03	Total amount including service tax(A+B)	Rs._____
<u>Schedule 2</u>		
01	Environmental Impact Assessment study at BAP/Ranipet including preparation and submission of relevant reports on the same. (A)	Rs._____
02	Service tax amount in Rs. Rate: ____ % (B)	Rs._____
03	Total amount including service tax(A+B)	Rs._____