



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

Sir,

Sub: Open Tender inviting Technical & Price Bids for "Desilting of pond (within a radius of 15kms from BHEL -PPPU /Thirumayam) under CSR work)".

Interested Bidders shall submit their offer for the following scope of work as per the terms and conditions given in this Tender Notice.

Tender Ref No	PPPU: WC:20:009 Dated 05.09.2020		
Scope of work	Desilting of pond (within a radius of 15kms from BHEL -PPPU /Thirumayam) under CSR work)		
Duration of Contract	2 Months from the date of commencement of work as indicated in Letter of Intent.		
Commencement of Work	Within 10 Days from the date of Letter of Intent.		
Pre- Bid Meeting Schedule	10.00 AM at PPPU - Thirumayam on 09.09.2020 WEBEX online meeting, Interested vendors to attend online meeting should send mail or phone (WhatsApp) no. for sending the meeting details.		
Due Date / Time for submission of tender	10.30 hrs. on 21.09.2020		
Submission of Tender Document.	Tender Drop Box at Contracts Department First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.	(Or)	Sent through Post or courier to DGM / Contracts Department, First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.
Date / Time & place for opening of Technical Bid	11.00 hrs. on 21.09.2020 at Works Contracts Department Admin Building, First Floor, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.		
Extension of Due Date for submission of tender & Date for Opening of Technical Bid, if any	Please check the Websites [http://www.bhel.com (Tender Notification page) or http://www.eprocure.gov.in] for another one week , for the extension of Due Date for submission of tender and Date for Opening of Technical Bid, if any.		
Date/Time of Price Bid Opening	The Bidders who are technically qualified will be called for Price Bid Opening . The Date / Time for the same will be intimated to the all qualified bidders separately.		
EMD: Rs 15,000 /- (Rupees Fifteen Thousand Only)			
Note: Exempt from the payment of EMD along with Tender is allowed for the bidders who			
are Joint Venture or subsidiary companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions			
EMD Payment exemption is not allowed to any other bidders except above mentioned. MSE vendor's also have to pay “EMD”. Bids without EMD payment, will be rejected summarily.			

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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INSTRUCTIONS

This Tender is subject to General terms & conditions, which is enclosed.

- The Technical Bid along with all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as "TECHNICAL BID". Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- RATE shall be furnished in the enclosed "PRICE BID", duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".
- EMD should be submitted in a separate cover duly superscripting as "EMD".
- All supporting documents pertaining to the above Pre-Qualifying Criteria (Pan Card, GST, ITRs, Experience certificate photocopies, Form 26 AS, etc.) are to be self - attested & stamped in each page by the bidder for tender evaluation.
- Totally there will be 3 Separate covers.

Cover Title	Pages of Tender document	Other required documents
Technical Bid	All the pages except price bid	Copy of Criteria along with supporting documents wherever required as per annexure A of tender document - All stapled together or Spiral bound
Price Bid	Annexure-B	Nil
EMD		EMD has to be paid through any of the following methods: • Electronic Fund Transfer credited /through Online SBI collect in BHEL Trichy account (before tender opening). When paying through SBI e-collect, select Industry → BHEL Trichy to make the payment. • Banker's cheque/Pay order /Demand draft in favour of "BHEL Trichy". • Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial institutions as defined in the Companies Act, (FDR should be in the name of the contractor, a/c BHEL.) • EMD exempted for Joint Venture or subsidiary companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions. MSE vendors also have to pay EMD amount. Copy of e-payment receipt to be attached along with tender document submission. Following link can be used for payment of EMD. https://www.onlinesbi.com/sbicollect/icollecthome.htm Select :- State → Tamil Nadu. Type of Corporation /Institute → Industry Industry Name → BHEL TRICHY • Tender Document without proof for EMD payment will be summarily rejected.

- All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.
- Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.
- At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.
- Any deviation to the terms & conditions and schedules of this tender will lead to total rejection of the bid submitted.
- BELATED and incomplete bids will become liable for rejection.

Thanking you,
For Bharat Heavy Electricals Ltd.

S.Venkatesan
DGM/ Contracts,
Power Plant Piping Unit
BHEL -Thirumayam – 622507
Contact No. 04333-279551
svenkatesan@bhel.in

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TENDER TERMS AND CONDITIONS

I. PRE - QUALIFICATION CRITERIA:

1. Earnest Money Deposit (EMD) **Rs.15,000/-**
2. The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)
3. Goods & Service Tax (GST) registration / Application Reference Number. (copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents needs to be furnished for considering the offer).
4. The bidder could be a Proprietorship / Partnership firm / LLP / One-person company / Private Ltd company / Public Ltd company / Trust / Society in this line of service or business Documentary proof shall be enclosed for the status of business.
5. The applicable rate of GST in % should be mentioned in the Technical Bid format.
6. The bidder should furnish details of successfully executing similar works in the last 7 years ending 31.03.2020 as follows:

At least Three similar works each not less than Rs. 3.00 Lakhs
or

Two similar works each not less than Rs. 3.75 Lakhs
or

At least One similar work not less than Rs. 6.00 Lakhs

Similar Work means "Any kinds of Civil works including excavation, masonry, RCC works , plumbing, carpentry, steel, glazing, roads etc.,"

Proof of WO / PO may be attached for BHEL Experience. Experience certificate from any organization other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organizations or Form 26 AS or bank statement for transaction of payment.

7. Duly signed certificate of compliance in bidder's letter head shall be attached.
8. On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI/GI Rules and Regulations for their workmen deputed for this work.

NOTES:

- (1) Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.
- (2) All supporting documents are to be signed & stamped in each page by the bidder for further evaluation.

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II. SCOPE OF WORK:

1. Earthwork excavation (TRENCHES) in soils given below by mechanical means (Hydraulic excavator)/manual means and depositing the excavated earth at suitable places within the initial lead of 50 meter and initial lift of 1.5 meter for foundation in building works, roads, narrow drains, sewers, bridges, pipe lines etc., sectioning the subgrade to proper level and grade, watering and consolidating the subgrade to receive concrete bed, all as per standard specifications and instructions of Engineer-in-charge.
2. Hire charges for engaging earth moving machinery (Hydraulic Excavator) to attend to channeling works at river bed, pipe line burst works, cleaning the areas including uprooting thorny plants/heavy jungles/trees etc. of all heights and leveling the areas thereafter including all debris etc., all as per instructions of Engineer-in-charge. Rate includes hire, fuel, operation charges, to and fro charges for machinery, all labour and all other incidentals etc., complete.
3. Conveyance of earth, sand, gravel, rough stone, broken stone, brick bats (debris) etc. by contractor's own lorry including loading, leading, unloading, stacking or spreading, all as per instructions of Engineer-in-charge. Payment for conveyance of earth will be made based on pit measurement and for other items based on stack measurements. 0 - 1 Km.

III. GENERAL TERMS & CONDITIONS:

BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

BILL OF QUANTITIES

SL NO	DESCRIPTION OF WORK	UOM	Tentative Quantity	Tentative work % of Tender Value
1	Earthwork Excavation – Ordinary soil	M3	3,750.00	57.75%
2	Hire – Earthmoving equipment	HR	50.00	6.73%
3	Conveyance of excavated earth (0-1 km)	M3	2,545.50	35.52 %

The above table is for tentative quantity and vendor has to quote on % basis for the total value of the contract.

If there is any dispute between Tender conditions and GENERAL CONDITIONS OF CONTRACT – VIII, the Tender conditions will be considered as final and the same shall be valid and binding on the contractor.

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IV COMMERCIAL TERMS & CONDITIONS:

01. RATE:

- a. Rate should be quoted in % (percentage) numerals and in words in the attached price bid format.
- b. The detailed procedure for quoting is given along with the price bid.
- c. The rates quoted should be **Exclusive of GST (but inclusive of any other taxes & duties)** levied or to be levied both by Central and State Government Authorities. Such levies, if any, should be borne only by the Contractor.)
- d. The applicable rate of GST in % should be mentioned in the Technical bid format.
- e. GST Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.
- f. The rates quoted in the tender shall remain **valid** initially for a period of at least **60 days** from the date of opening of Tender. After successful award of contract, the rates shall be firm throughout the contract period.
- g. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- h. **Contractor has to ensure that all statutory payment as per Minimum wages act, 1948/ Payment of Wages act etc. to be taken care of while quoting. No claim in respect to payment to workman will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.**
- i. **Before tendering, the tenderers are strongly advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour under scope of work covered.**
- j. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.
- k. Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.
- l. 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 on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
- m. Earnest Money Deposit will be refunded to the unsuccessful tenderers after 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits until satisfactory completion of the work. If the bidder withdraws his offer after submission of tender or after acceptance of tender or fails to start the work, the EMD shall be forfeited.
- n. BHEL reserves the right to
 - i) Cancel the tender at any stage.
 - ii) Finalize the contract through Price Bid Opening.
 - iii) Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL inter alia other reasons.
- o. All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST (TDS), as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

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02. TAXES AND DUTIES:

1. GST portion of invoice will be released only upon:
 - 1.1 Vendor declaring such invoice in his GSTR-1 and
 - 1.2 Receipt of goods and tax invoice by BHEL and
 - 1.3 Confirmation of payment of GST thereon by vendor on GSTN portal
2. In case GST credit is delayed or denied to BHEL due to non /delayed receipt of goods/services and /or tax invoice or expiry of timeline prescribed in GST law for availing such ITC or any other reasons not attributable to BHEL, GST amount will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills and/or SD etc) from BHEL.
3. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills and/or Security deposit etc from BHEL.

Note: 1) Three copies of GST rule compliant tax INVOICE with original signature to be submitted every month on completion of work.

2) GST will be charged on the EMD/SD amount forfeited (**in-case**) from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

03. CONTRACT PERIOD: -

1. The period of contract shall be **2 months** from the date of commencement of work as indicted in LOI.
2. If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.
3. The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving 7days notice.

04. BILLING PROCESS AND PAYMENT TERMS

- 1) The proof of execution of work should be submitted for certification. After obtaining the certification, the invoice shall be prepared by the contractor. Contractor may claim the bill/invoices monthly once to the area in-charge. The invoices will be accepted on ensuring the following conditions.
 - i. The bills shall confirm to the GST compliance and norms with SAC code of service.
 - ii. The bill shall include the work order No, GST No, service period etc.
 - iii. The bills shall be given in triplicate (in-original) and shall be error-free.
 - iv. The proof of payment of taxes, if any, to be submitted along with each bill.
- 2) Only one bill will be accepted per month. Vendor may club the months in the same bill.
- 3) On submission of error free bill, Joint Measurement records, duly signed eMBooks and necessary welfare clearances if any, the bill will be processed and payment will be made by BHEL after 45 days through RTGS/EFT to the contractor. Necessary GST returns have to be filed in due time for claiming of payment of invoice.

05. PENALTY CLAUSE:

Since time is of utmost important, the work has to be completed within the stipulated period of 2 months. Penalty at the rate of 1% of the total value of Work Order for every week of delay limited to 10% of the total value of Work Order will be recovered from the bills.
GST @ 18% will be levied on the penalty.

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06. RISK PURCHASE:

1. In the event of any successful Tenderers failure to fulfil any of the Tender / Contract Terms & Conditions / Obligations, explicitly expressed or implied, as per Tender / Contract, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL service requirements and additional expenditure if any including consequential cost shall be totally recovered from the contractor who failed to complete the job in line with the BHEL tender / contract conditions.
2. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the contractor and also 5% overhead charges to be added in addition to extra expenditure to BHEL.

IV. GENERAL:

1. The contractor agrees to indemnify BHEL against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.
2. The liability of any compensation for injury to their staff or others arising as a result of duties by the staff shall be that of the contractor.
3. Income Tax, GST TDS or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.
4. With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – PPPU Thirumayam shall be final.
5. Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:
 - i. Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
 - ii. If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by Head of the BHEL Unit/Region/Division issuing the Contract. The place of arbitration shall be at Thirumayam. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - iii. All disputes shall be subject to the exclusive jurisdiction of the Courts at Pudukkottai.

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<u>Checklist for Documents to be submitted to HR/Welfare Section*</u>				
S.No	Document type	Scheduled Date	Periodicity	Remarks
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract labour (R&A) Act	On commencement and Completion of the Contract	Twice (Once on commencement and once on completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B (to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
7	Wage Register	To be submitted on or before 10th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 10th of every month	Monthly	To be checked and cleared by HR Dept

*The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required.

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V. CONDITIONS RELATED TO THE WELFARE OF LABOURS:-

- 1) The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply shall be submitted on award of contract.
- 2) The Contractor has to remit PF for his workers for the same amount which he paid as total wages (including BHEL additional wages) to the employees on monthly basis. He has to remit 13% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25% of monthly wages should be remitted as PF for each employee. The percentages mentioned are indicative in nature. The PF shall be remitted as per the existing Government guidelines.
- 3) The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan (for the billing period) for the engaged labor has to be submitted for bill processing.
- 4) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.
- 5) The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 6) In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
- 7) The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- 8) The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

The minimum wages are given below for reference: (w.e.f 01/04/2020)

Sl. No	Category	Minimum Wages per day (Rs)		
		Basic	DA	Total
1	Un Skilled Worker	258.50	200.35	458.85
2	Semi-Skilled Worker	271.00	200.35	471.35
3	Skilled Worker	278.50	200.35	478.85
4	Supervisor	295.00	200.35	495.35

(The above table is for illustrative purpose only. Govt circular shall be followed.)

- 9) If the contractor employs more than twenty employees, he has to obtain license to this effect from the Factory Inspectorate and renew the same periodically.
- 10) The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

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- 11) A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records.
- 12) The canteen charges (the cost of the food) for the contractor employees will be charged if availed, at the rate fixed by BHEL from time to time as per the BHEL Policy.
- 13) **The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS)/NEFT. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.**
- 14) Minimum Bonus of 8.33% as applicable shall be paid to the contract employees as per the Payment of Bonus Act 1965.
- 15) The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.
 - The Workmen Compensation Act 1923,
 - The Payment of Wages Act 1936 and the related Tamil Nadu Rules,
 - The Industrial Disputes Act 1947,
 - The Factories Act 1948 and the related Tamil Nadu Rules,
 - The Minimum Wages Act 1948 and the related Tamil Nadu Rules,
 - Employee's Provident Funds & Miscellaneous Provisions Act 1952,
 - The Payment of Bonus Act 1965.
 - The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.
 - The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamil Nadu Rules.

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VI. GENERAL TERMS & CONDITIONS

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 In-charge 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 Head of Dept. /Executing Dept., to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, 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 Executive/CONTRACTS/PPPU authorized 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 recognized 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. 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.

4. SUB-CONTRACT:

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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

5. COMPLIANCE TO REGULATIONS AND BY-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.

6. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

7. SECURITY DEPOSIT

Amount of 5% of the contract value (Excluding GST) shall be deposited before start of the Work as Security Deposit. Failure to remit the Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate BHEL for any loss. EMD in such cases shall be forfeited.

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

1. Remittance through online SBI-State Bank Collect.
2. Pay Order, Demand Draft in favour of BHEL Trichy.
3. Local cheques of scheduled banks, subject to realization.
4. Securities available from Post Offices 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).
5. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum validity covering the contract period + 2 months & maintenance period if any.
6. In order to ensure the genuineness of BG's, the BG's are to be taken in favour of **BHEL, Trichy** and to be sent directly by the concerned bank through registered post to **CONTRACTS DEPT/PPPU, BHEL Thirumayam**.
7. 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 and with minimum validity covering the contract period & maintenance period if any.
8. 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 paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.
9. For contract value less than Rs 20 lakh, work may be started after issue of LOI without remittance of SD. From the first bill, 50% of SD will be collected, and the balance will be recovered from the running bills at the minimum rate of 10% of gross SD.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement. No interest shall be allowed on Security Deposits. 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 there from 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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

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.

8. REFUND OF SECURITY DEPOSIT:

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.

9. CONTRACTOR'S SUPERVISION:

- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HOD/Executing Dept., 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 Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.
- BHEL-PPPU, THIRUMAYAM 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.

10. 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, there under from time to time.

11. 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 minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

12. LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the Indian Laws for time being in force.

- Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should 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 cancelled.
- No BHEL employee and their dependents are eligible to submit their offer against this tender.

13. 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 extent as provided in the case of cancellation for default.

If the Contractor shall: -

- 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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

- 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

- 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.

14. 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,

- 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

- 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

- 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.

OR

- Fails to carry out the work and unauthorized absence for more than 3 days.
- 1) Whenever BHEL exercise the authority to cancel the contract under these 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 EXECUTIVE/CONTRACTS/PPPU 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 HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.
- 2) In case the 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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

15. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;
- fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;

Place
Date

Page 15 of 40

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

- 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 HOD/Executing Dept., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by HOD/Contracts Dept. or his authorized representative 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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

16. 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.

17. PREFERENCE TO MAKE IN INDIA: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

18. FORCE MAJEURE 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 therefore 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 Executive/Contracts/PPPU subject to prompt notification by the contractor.

19. ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

- The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Pudukkottai.
- The cost of arbitration shall be borne as per the award of the Arbitrator.
- Subject to the arbitration in terms of Clause above, the Courts at Pudukkottai shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

20. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Pudukkottai, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 26.

21. 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.

22. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)


Page 17 of 40



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract. BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorized activity.

23. STATUTORY REQUIREMENTS:

- 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 (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST / SGST / IGST / UTGST Act and all other applicable Acts shall be complied with by the Contractor.
- 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.
- 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.
- Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

24. REGISTERS & RECORDS:

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

25. REMOTE TRANSACTIONS:

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

26. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

27. FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

28. SAFETY CONDITIONS: TAMIL NADU FACTORIES RULES, 1950

- Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.
- Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.
- Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.
- Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The following safety measures (whichever is applicable) should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be provided.
14. The speed restrictions within the factory premises must be strictly adhered to.
15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in trusses, girders, roofing etc., of industrial and high roof buildings.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personal protective equipment should conform with standard specification as per the details given in the code of conduct.
23. Contractor including their agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

Place
Date

Page 19 of 40

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

29. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS /CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

30. GENERAL:

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

31. NOTICE OF ACCIDENTS:

- 1) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.
- 2) The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

32. GOVERNMENT LAW'S COVERING UNDER THIS CONTRACT:

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

33. THE CONTRACT LABOR (REGULATION & ABOLITION) ACT 1970 AND THE RELATED RULES:

- The minimum wages Act 1948 and the related rules
- The payment of wages Act 1936 and the related rules.
- The Factories Act 1948 and related Tamil Nadu Rules.
- The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- The Employees State Insurance Act 1948.
- Workmen Compensation Act 1923
- Payment of Bonus Act 1965
- Maternity Benefit Act, 1961
- Payment of Gratuity Act, 1972
- Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- Equal Remuneration Act, 1976
- Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- The Industrial Disputes Act 1947

And any other law, or modifications to the above or to the rules made there under from time to time.

34. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during manufacturing / operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units / offices / townships and premises / Project Sites.
- c) Compensation in respect of each of the victims:
- i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
- ii) In the event of other permanent disability: Rs. 7,00,000 (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under provision to Section 2(l) of the Employee's Compensation Act, 1923

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Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

VII. GENERAL CONDITIONS OF CONTRACT FOR LUMP SUM, ITEM RATES AND PERCENTAGE CONTRACT

DEFINITIONS

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 documents referred to therein including General Conditions of Contract, and / or General Summary attached to form the tender, Specifications and the Drawings. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.
- b) The “TENDER DOCUMENTS” means the form of Tender the applicable Schedules and / or General Summary, General and Special Conditions of Contract and the Specification and / or Drawings as given to Contractors.
- c) The “WORK” means the work described in the tender documents in individual work orders and/or accompanying Drawings and Specifications as may be issued from time to time to the Contractor by the Engineer-in-charge within the powers conferred upon them, including all modified or additional works and obligations to be carried out either at the site or at any Factory Workshop or other place as required for the performance of the Contract.
- d) The “SITE” means the lands and/or other places on, in into or through which the work is to be executed under the Contract or any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.
- e) 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.
- f) The “Engineer-in-charge” means the Engineer who is in charge for the works referred.

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Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

SCOPE OF CONTRACT

Works to be Carried Out

The Contract shall, except as provided under BHEL free issue material, include all labor, materials, tools, plants equipment and transport which may be required in preparation for, and in the entire execution and full completion of the work. The tender shall be deemed to have been prepared in accordance with good practice and recognized principles and unless otherwise stated, the descriptions given therein shall be held to include waste on materials carriage and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labor necessary in and for the entire execution and full completion aforesaid. Any error in description or quantity or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the Drawings and Specifications, or from any of his obligations under the Contract. The insertion of the name of any firm of suppliers in the Tender Documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles or materials specified may be obtained from any other firm subject to prior written approval of the Engineer – in – charge.

In the case of any discrepancy the Accepting Officer shall be the sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither Drawings nor Specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for the satisfactory completion of the work, such details shall be provided by the Contractor without any extra cost as if they were specially mentioned and shall be deemed to be included in the contract.

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 and completion of the work. No extra charges consequent on any mis-understanding in these respects or otherwise will be allowed.

Provisional Items

The full amount of provisional lumpsums and the value annexed to each provisional item inserted in the tender documents shall be deducted from the contract sum and the value of work ordered and executed thereunder shall be ascertained by measurement or valuation as for deviations.

No work under these items is to be begun without instructions in writing from the Engineer-in-charge.

The extent of quantities or items described as “Provisional” shall not be held to guarantee or limit the amount and description of the work to be executed by the contractor either in respect of the items concerned or the work as a whole.

No addition or deduction shall be made by the Contractor to the amount of the provisional lumpsums as included in the tender documents.

Deviations

Place
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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all addition and deductions will be added to, or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract.

Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge within **Seven days** from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer-in-charge) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with the Engineer-in charge regarding the terms of the proposed deviation, the objection shall be referred to the Project Manager whose decision shall be final conclusive and binding on the Contractor.

Time

Time is the essence of the contract and is specified in the tender document or in each individual Work Order.

As soon as possible after the contract is let or any substantial Work Order is placed and before work under is to begin, the Engineer-in-charge and the Contractor shall agree to a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Tender Documents or the Work Order for the completion of the individual items thereof and/ the contract or order as a whole. It shall indicate the forecast of the dates for the commencement of the various trade processes or sequences of the work, and shall be amended as may be required by agreement between the Engineer-in-charge and the Contractor within the limitation of the time imposed in the Tender Documents or Order

In the absence of any specific Time and Progress chart to be agreed to between the Contractor and the Engineer-in-charge, the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the Tender Documents or Order and that the proportion of work completed upto any time in relation to the entire work to be under the Contractor Order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the Tender Documents or Work Order/ Sub Work Order.

The contractor shall suspend the execution of the work, or any part or parts thereof whenever called upon in writing by the Engineer-in-charge to do so, and shall not resume work thereon until so directed in writing by the Engineer –in-charge. The Contractor will be allowed an extension of time for completion not less than the period of suspension. However, no other claim in this respect for compensation or otherwise

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Date

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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

however will be admitted. Provided the cause for suspension is not attributable to any default on the contractor's part to proceed with or fulfill the contractual obligations. This may also be extended to allow for alteration of work made by the deviation order.

Delay and Extension of Time:

If, in the opinion of Engineer-in-charge the work is delayed:

- i) by reason of abnormally bad weather, OR
- ii) by reason of serious loss or damage by fire, OR
- iii) by reason of Civil commotion, local combination of workmen strikes or lockout, affecting any of the trades employed on the work OR.
- iv) by delay on the part of the agency or tradesman engaged by BHEL in executing work not forming part of this contract, OR
- v) by reason of any other cause which in the absolute discretion of the Engineer-in-charge is (when he is the Accepting Officer of the Contract) beyond the Contractor's reasonable control, then in such case the Accepting Officer on the recommendation of the Engineer-in-charge (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the contract as a whole. Such extension which will be communicated to the Contractor by the Engineer-in-charge in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or other-wise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-charge to proceed with the work.

Patent Rights:

The Contractor shall fully indemnify B.H.E.L or the agent, servant, or employee of B.H.E.L against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article / or part thereof included in the contract.

In the event of any claims being made or action brought against B.H.E.L or any agent, or servant or employee of BHEL in respect of matters aforesaid the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the BHEL but the Contractor shall pay any royalties payable in respect of any such use.

Plant and Equipment:

The Contractor, shall at his own expense, supply all tools, plant and equipment (here-in-after referred to as T & P) required for the execution of the contract.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPU: WC:20:009

Tender Notice

Dt. 05.09.2020

PERFORMANCE OF THE CONTRACT

Order under the contract

All orders, notices etc., to be given under the contract shall be in writing typescript, email or printed and if sent by registered post to the address given in the tender of the contractor, 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.

Admission to site

The Contractor shall not enter on (other than for inspection purposes) or take possession of the site unless permitted to do so by the Engineer-in-charge. The portions of the Site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the Contractor will on no account be allowed to extend his operations beyond these areas.

The Contractor shall provide, if necessary or required at the Site, temporary access there to and shall alter, modify and maintain the same as required from time to time. He shall take out and clear away the access route when no longer required and restoring the area to its original condition.

The Engineer-in-charge shall have power to execute other works (whether or not connected with the work in the contract agreement) on the site contemporaneously with the execution of the original work and Contractor shall give reasonable facilities for this purpose.

B.H.E.L reserves the right of taking over, at any time, any portion of the site which they may require and the Contractor shall at his own expense clear such portion forthwith. No photographs of the Site or of the work or any part there of shall be taken, published or otherwise circulated without the prior approval of the Engineer-in-charge.

No such approval shall however exempt the contractor from complying with any statutory provisions in regard to the taking and publication of such photographs.

B.H.E.L Officials connected with the Contract shall have the right of entry to the Site at all times.

Engineer - in charge shall have the power to exclude from the site any person whose admission there to may, in his opinion be undesirable for any reason whatsoever.

Contractor's Supervision

The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Agent approved by the Engineer-in-charge to act in his stead. The contractor shall employ an Engineer/Agent having at least a 'Degree of Bachelor of Civil Engineering' from a recognized University.

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Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009 **Tender Notice**

Dt. 05.09.2020

The Employment of an Engineer/Agent as aforesaid shall not be necessary if the Contractor himself in possession of a recognized technical qualification and is in opinion of the Engineer-in-charge capable of receiving instructions of the Engineer-in-charge and of executing the work to the satisfaction of the Engineer-in-charge. If the Contractor fails to appoint a suitable Engineer/ Agent as aforesaid, the Engineer-in-charge shall have full powers to suspend the execution of work and stop payment of any advances that may have become due until such date as a suitable Engineer/Agent is appointed and the contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him as stipulated in condition (9) above.

Orders given to the Contractor's Agent/Engineer shall be considered to have the same force as if they had been given to the Contractor himself.

The contractor or his Agent shall be in attendance at the site during all working hours and shall supervise the execution of work with such additional assistance in each trade as the Engineer-in - charge may consider necessary.

The contractor or his accredited agent shall attend when required and without making any claim for doing so, either the Office of the Engineer-in-charge or the work site to receive instructions.

The Engineer-in-charge shall have full powers, and without assigning any reason to require the Contractor immediately to cease to employ in connection with the Contract any Agent, servant or employee whose continued employment is, in his opinion undesirable.

The Contractor shall not be allowed any compensation on this account.

Precaution Against risks:

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 minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose until the works have been handed over complete in all respect of the Engineer-in-charge.

The Contractor shall be responsible for the protection of the site, the work, the materials, tools, plants, equipment and anything else lying on the Site during the progress of the work. He shall be solely responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching, all places on or about the work and the Site which may be dangerous to any person whomsoever.

Setting out of the Works and Protective and Maintaining Signals and Works:

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work. The Contractor shall at his own expense set accurately according to the drawings and figured dimension thereon, all the work comprised in the contract and any extras or additions there-to and shall be solely responsible for their being so set out and executed. All bench marks, pegs, signals on the surface, alignment stones, milestones and all similar marks whether put in by B.H.E.L Authorities for the purpose of checking the Contractor's work or in the nature of permanent survey marks will during the tenure of the contract, be under the care of the Contractor who

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

shall, at his own expense, take, all proper and reasonable precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may, if deemed necessary, be replaced by the Engineer-in-charge at the Contractor's expense and the cost thereof deducted from any money then or thereafter becoming due to the Contractor.

Where requested by the Contractor, the level marks, center line and chainage pegs corresponding to those shown on the Drawing will be pointed out to the Contractor on the ground but all bench marks or chainage pegs additional to those shown on the Drawing will be set out by BHEL authorities.

Site Drainage:

All water that may accumulate on the site during the progress of the work or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractor's expense.

Excavations, Relics Etc.

Material of any kind obtained from excavation on the site shall remain the property of BHEL and shall be disposed of as Engineer-in-Charge directs.

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics, antiques and other similar items which may be found in or upon the site shall be the property of Bharat Heavy Electricals Limited and the Contractor shall duly preserve the same to the satisfaction of the BHEL and shall from time to time deliver the same to such person or persons as the B.H.E.L may appoint to receive the same.

Approval of works by Stages:

All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer-in-charge when each stage is ready. In default of such notice being received, the Engineer-in-charge shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-charge thereon shall be final and conclusive.

Execution of the Work:

The work shall be executed in a workman-like manner and to the satisfaction in all respects of the Engineer-in-charge.

The Engineer-in-charge will communicate or confirm his instructions to the Contractor in respect of the execution of the Work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

Inspection of the Work:

B.H.E.L Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required to be given for such inspection and examination. Should Engineer-in-charge consider, at any time during the expiry of the maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect) whereof the decision of the Engineer-in-charge shall be final and conclusive the Contractor shall on demand in writing from the Engineer-in-charge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may be required at his own expense to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand as aforesaid, the Engineer-in-charge may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this condition shall not extend beyond the maintenance period except as regards workmanship which the Engineer-in-charge shall have previously given notice to the Contractor to rectify.

Damage and loss to private property and injury to workmen

The contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer-in-charge and pay compensation for any injury, loss or damage occasioned to any property or rights whatever including property and rights of B.H.E.L, (or agents, servants or employees of B.H.E.L) 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 B.H.E.L, against all claims enforceable against B.H.E.L, or any agent, servant, or employee of B.H.E.L a private person, in respect of any such injury (including injury resulting in death loss or damage to any person) whosoever or property, including all claims which may arise under the workmen's Compensation Act or otherwise, or which would be enforceable against B.H.E.L.

Completion

The works shall be completed to the entire satisfaction of the Engineer-in-charge and in accordance with the Contractor's forecast of Time and Progress where operative, and all unused stores and materials, tools, plants, equipment, temporary buildings and things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer-in-charge at the Contractor's expense and/or before the Scheduled date of completion.

The B.H.E.L shall have power to take over from the Contractor from time to time each sections of the work as have been completed to the satisfaction of the Engineer-in-charge.

In case the Contractor fails to remove any of his properties, assets or fails to clear the rubbish and waste materials within 30 days of the completion of the contract, it is lawful for the contractee, that is BHEL to take such action as it deems fit to clear dispose of such properties, assets or such waste materials and charge the contractor any expenses incurred thereon.

The Engineer-in-charge shall certify to the Contractor the date on which the work is completed and the state thereof.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

The Engineer-in-charge shall also certify to the Contractor the state of the work at the end of maintenance period, where applicable.

Special Powers of Determination

If at any time after the acceptance of the tender B.H.E.L shall for any reason whatsoever not require the whole or any part of the work, to be carried out the project Manager/Engineer 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 foreclosing of the work.

He shall be paid at Contract rates, for the full amount of the work executed including such additional works, e.g. clearing of site, etc., as may be rendered necessary by the said fore closing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labor and materials collected but which could not be utilized on the work, as verified by the Engineer-in-charge. Neither shall the Contractor have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions, involving any curtailment of the work as originally contemplated.

Records and Measurements:

All items having a financial value shall be entered in the B.H.E.L Measurement Book/ eMbook so that a complete record is obtained of all works performed under the Contract.

Work carried out for agreed lumpsum will be described and similarly recorded.

Lumpsum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of B.H.E.L under the contract.

Work which fails to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorized on the part of the BHEL and by the Contractor.

The Engineer-in-charge shall give reasonable notice in writing to the Contractor of appointment for measurement.

The Contractor shall, without extra charge, provide assistance with appliance and other things necessary for measurement.

The Contractor shall bear all the cost of measurement of his work.

Measurement shall be entered in the B.H.E.L Measurement Book and signed and dated by both parties each day at the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the B.H.E.L a note to that effect will be made in the BHEL Measurement Book or

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

against the item or items objected to; and such note shall be signed and dated by both the parties engaged in taking the measurement.

If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part, the expense of such re-measurement shall be borne by the party requiring the measurement.

Measurement to be re-taken, provided that a net error is found by this remeasurement to amount to less than 5% (five percent) of the value as recorded by the first measurement. But, where the net errors amount to 5% and over of the said value, then the cost is to be borne by the other party. In any case, if the net value of errors found exceeds Rs. 500/- the expense of re-measurement is to be borne by the other party. If the Contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case these measurements shall be accepted by the Contractor as final.

The contractor shall, once every month, submit to the Engineer-in-charge with a copy to the Civil Manager/Senior Engineer 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;

- Deviation from the items and Specifications provided in the contract documents.
- Extra Items/New Items of work
- Quantities in excess of those provided in the contract schedule.
- 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 claim and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

Except where any general or detailed description of the work in quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by specification, measurements shall be taken in accordance with relevant standard method of measurement issued by the Indian Standard Institution or as per standard engineering practice.

Advances on Account:

No payment shall be made for work estimated to cost less than Rupees **FIVE THOUSAND** till the whole of the work shall have been completed and a certificate of completion given by the Competent Authority.

In the case of work estimated to cost more than Rupees **FIVE THOUSAND** the contractor may at intervals of not less than one month or as otherwise provided for in the Contract Documents, counting from the date on which order to commence work is given by Engineer-in-charge submit claims on B.H.E.L forms for payment of advances on account of work done and of materials delivered in connection with the Contract.

The contractor shall be paid in respect of such claims to the extent approved and passed by the Engineer-in-charge subject a maximum of 90% of the value of the work actually executed to the satisfaction of the Engineer-in-charge. The certificate of the Engineer-in-charge regarding such approval and passing of the sums so payable shall be final and conclusive against the Contractor.

Place
Date

Page 31 of 40

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

“After the full amount of Security Deposit is made up through the 10% deduction from On account” bills, 100% payment of all subsequent bills may be made to the Contractor.

The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with the Contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes, but which have not at the time of payment of the advance been incorporated in the work on furnishing a formal hypothecation deed. Payment of such advances, however, shall be purely at the discretion of the Deputy Manager/Senior Engineer provided always that payments shall not be made under these periodical certificates in respect of perishable materials like lime, cement, timber, sand, kankar, etc., Any sums/due from the Contractor on account of Tools and Plant, Stores or any other items provided by B.H.E.L shall be deducted from the respective advances, the Engineer-in-charge shall from time to time certify the sums payable to the contractor after retaining the reserves.

Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate and no certificate of the Engineer-in-charge supporting an advance payment shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. All such intermediate payments shall be regarded as advances against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim whatsoever.

Such intermediate payment shall not conclude, determine or affect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or affect the contract.

Final Bill

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid.

No charge shall be allowed to the Contractor on account of the preparation of the final bill.

Payment of Bills

All payment to be made to the Contractor under this contract shall be only through EFT (Electronic Fund Transfer)

Recovery from Contractor:

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

Contractor under the contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

Post Technical Audit of Work and Bills:

BHEL reserves the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the preceding sub-paragraphs provided however that no such recovery shall be enforced after three years of passing the final bill.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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CERTIFICATE OF COMPLIANCE

(To be submitted in bidder's letter head)

Tender Ref : PPPU:WC:20:009

Date : 05.09.2020

To

DGM / Contracts

Power Plant Piping Unit,

BHEL - Thirumayam-622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

1. Pre-Qualification criteria,
2. Scope of work,
3. General Terms
4. Commercial Terms & Conditions,
5. Conditions Related to The Welfare of Labors
6. General Terms and Conditions.
7. Technical Bid
8. RTGS/NEFT Format
9. PRICE BID Format
10. GENERAL CONDITIONS OF CONTRACT FOR LUMPSUM, ITEM RATES AND PERCENTAGE CONTRACT

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

Declaration:

- i. If the contract is awarded to us the prices shall be kept firm till the completion of contract.
- ii. I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.
- iii. I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- iv. I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.
- v. I/We declare that we don't have any deviations to the tender terms and conditions.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

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RTGS/NEFT FORM

To

THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor	
02	VENDOR CODE assigned by BHEL	
Details of Bank Account:		
03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED 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. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. Scanned copy of cancelled cheque leaf of the above account is sent herewith.

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

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

PLACE:

DATE:

(Manager / Officer's)

Signature Under Bank stamp and Name Seal
with Membership No :
(Telephone / Mobile No)

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

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Dt. 05.09.2020

GENERAL DETAILS:

(To be submitted in Bidder's letterhead)

Tender Ref : PPPU:WC:20:009

Date : 05.09.2020

01	Name and full address of the Company / Firm	
02	Name of contact Person with Designation	
03	Contact Details:	
	Landline No.	
	Mobile No.	
	email ID:	
04	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	
05	Vendor code allotted by BHEL if any	

- I. I/We are not convicted by court of law, suspended, blacklisted or banned by any State / Central Govt. & PSUs on any grounds as on date.
- II. On award of contract, I/We accept that "I/We shall comply with all the statutory requirements of PF and ESI/GI Rules and Regulations for the workmen deputed for this work."

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

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Tender No: PPPU: WC:20:009

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TECHNICAL BID

ANNEXURE - A

ELIGIBILITY CRITERIA DETAILS:

SI. NO	CRITERIA	BIDDER's RESPONSE
01.	EMD PAYMENT (Rs. 15,000/-)	FDR No /DD No/SBI Collect Ref no. _____ Date _____ Drawn from _____ (Bank) for Rs. _____ / only)
02.	The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)	PAN No. _____ (Proof to be attached)
03.	Goods & Service Tax (GST) registration / Application Reference Number. (copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer).	Regn. No. – _____ (Proof to be attached)
04.	Company Status (Proprietorship/ Partnership Firm/LLP/One-person Company/Private Limited Company/Public Limited Company/Trust/Society) (Proof to be attached)	Company status: (Proof to be attached)
05.	The bidder should furnish details of successfully executing similar works in the last 7 years ending 31.03.2020 as follows: At least Three similar works each not less than Rs. 3.00 Lakhs or Two similar works each not less than Rs. 3.75 Lakhs or At least similar work not less than Rs. 6.00 Lakhs <u>Similar Work means "Any kinds of Civil works including excavation, masonry, RCC works , plumbing, carpentry, steel, glazing, roads etc.,"</u> Proof of WO / PO may be attached for BHEL Experience. Experience certificate from any organization other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organizations or Form 26 AS or bank statement for transaction of payment.	(Proof to be attached)

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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Tender Notice

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06.	Duly signed certificate of compliance in bidder's letter head shall be attached.	(To be submitted as in "Certificate of compliance" which is to be submitted in bidder's letterhead)
07.	On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI rules & regulations for their workmen deputed for this work.	(To be accepted as in "General Details" which is to be submitted in bidder's letterhead)
08.	Applicable GST rate	_____ %

OTHER INFORMATION / DETAILS:

Sl. NO	CRITERIA	BIDDER's RESPONSE
1.	Convicted by court of law, banned, blacklisted, suspended by any State / Central Govt. & PSUs on any grounds as on date.	(To be declared as in "General Details" which is to be submitted in bidder's letterhead)

NOTE: All supporting documents pertaining to the above Criteria (PAN, GST, Experience certificate photocopies, Form 26 AS, are to be self - attested & stamped in each page by the bidder for further evaluation)

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

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Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

PRICE BID FORMAT

ANNEXURE – B

SL.NO	Description	TENTATIVE VALUE OF THE CONTRACT Rs.	Rate of the contract (in % in upto 2 decimal places)	Rate of the contract (% in words upto 2 decimal places)
1	Desilting of pond (within a radius of 15kms from BHEL - PPPU /Thirumayam) under CSR work)	7,49,926.58/- (Rupees Seven Lakhs Forty nine Thousand Nine Hundred and twenty Six and Five Eight Paisa only)	-----%	-----

Example:

Case1 (at Par):

If the contractor wishes to quote the rate at par, then he should mention 100.00% in the bid and write "One hundred percent of the Tender Value of Contract"

Case2(above the Tender Rate):

If the contractor wishes to quote a rate of 1.25% above the Tender Value of the Contract, then he should mention 101.25% in the bid and write "One hundred one point Two Five percent of the Tender Value of Contract"

Case3(below the Tender Rate):

If the contractor wishes to quote a rate of 2.60 % below the Tender Value of the Contract, then he should mention 97.40 % in the bid and write "Ninety-seven point four zero percent of the Tender Value of Contract"

Place

Date

Signature of the Bidder

(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:20:009

Tender Notice

Dt. 05.09.2020

NOTE:-

01. Price Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
02. Percentage should be quoted in both figures and words and are to be identical. If not, the prices in the words will be considered as final and the same shall be valid and binding on the contractor.
 - (a) If there is such discrepancy in an offer, the same will 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.
03. The percentage should be quoted inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time, and **Excluding GST**. GST will be paid extra on production of documentary evidence.
04. In Price bid opening, L1 will be decided based on the minimum of "Landed Cost" to BHEL, [i.e. Total Value quoted and applicable GST amount] on Single vendor basis.
05. Quotation should be valid for a period of 60 Days from the date of Tender opening.
06. The percentage quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
07. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the L-1 bidder(s) or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
08. The signature at the bottom of the tender schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied and Excluding GST, has been considered by the tenderer for the total contract period (including extended period if any) while quoting the above rate.
09. No other pre conditions along with your offer will be entertained by BHEL
10. The bidder shall quote only the lowest possible percentage (%) that can be offered for the intended quantity.
11. The bidder shall quote with reference to the table of tentative percentage of the value of work given in the **II. scope of work** (Bill of Quantity) page no.04 of 40.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)
Page 40 of 40