

	Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET - 632 406, INDIA	Phone No: 04172-283043, 284698 E-mail: arunkumarc@bhel.in mpcsekhar@bhel.in
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WORKS CONTRACT MANAGEMENT DEPARTMENT

INVITING TENDER	
Tender Notice No	9800038E DT: 11.11.2020
Name of work	Laying / Rectification of pipelines for compressed air, oxygen, LPG at BHEL/Ranipet for a period of one year.
Type of tender	Open tender (Two part bid).
Period of contract	One year.
Earnest Money Deposit (EMD) Amount	Rs.6,700/-
Last date & Time for Receipt of the Tender	02.12.2020 at 14.00 hrs.
Date of Technical bid Opening	02.12.2020 at 14.30 hrs. on wards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid and/or Reverse Auction
Place of submission of Tender	Tender Box placed in Security Reception, Near Chief Security Office, BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	SENIOR ENGINEER / WCM DEPARTMENT, ENGG. BUILDING –GROUND FLOOR(WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED, RANIPET , VELLORE DISTRICT, TAMIL NADU– 632 406.
Venue of the Tender Opening	WCM DEPARTMENT
Note: - The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app - Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) . - BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. - All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > Tender notifications > view corrigendum) only and not in the news papers. Bidders shall keep themselves updated with all such developments. - BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.	

**SENIOR ENGINEER /WCM
ISSUING OFFICER**

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Minimum Wages calculation:-

Basic pay as on 01-04-2020	7650.00
Monthly Dearness Allowance as on 01-04-2020	5209.00
BHEL adhoc (2000+1200) per month	3200.00
Total wages per month	16059.00
PF@13.00% on total wages(Rs.15000/-)(contractor portion)	1950.00
ESI@3.25 on total wages(Rs.16059/-)(contractor portion)	521.91
Bonus @ 8.33% on effective wage of Rs.12859/-	1071.15
15 days EL amount per year for Rs.16059/- } =Rs.8029.50, value of EL portion/month	669.12
Four national holidays wages = Rs.535.30x4=Rs.2141.20, value/month	178.43
Total amount per Month	20449.61
Total amount per Year	245395.32

“Any increase in overall wages during the period of Contract, will have to be borne by the Contractor”.

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Scope of Work

WORKING DETAILS:

(1) Laying of New Compressed Air / LPG/O2 Line by providing New drop from main distribution line (ht aprox. 8m) by suitable,

- (i) Measurement the bend required.
- (ii) Preparation of Spot through 1" dia. gas cutting over the distribution line.
- (ii) MS Pipe Welding for new drop line for pipe dia. of 1".
- (iv) Providing U clamp for support purpose of new drop line.
- (v) Bottom flange fit up for distribution point.
- (vi) Bottom support fabrication and welding, for distribution point.

(2) Laying of New distribution line above the ground by suitable,

- (i) Replacement of damaged /Corroded Compressed AIR Line with that of New Compressed AIR Line after proper edge preparation.
- (ii) Pipe Welding for compressed air line, Pipe dia 1"-2"
- (iii) Providing ground support (including fabrication and welding) for the newly laid line. Providing inlet water connection to the newly made and supported water sprinkler structure for LPG tanker (as above) (20m pipe length, for pipe dia 64mm) by suitable pipe measurement, cutting, edge preparation, and welding.

(3) Attending underground gas Leakage by suitable,

- (i) Earth excavation work over the pipe laid, depth 200mm to 800mm.
- (ii) Replacement of damaged /Corroded Line with that of New Line by suitable pipe measurement, cutting, edge preparation, Pipe Welding for line of pipe dia 1"-2".
- (iii) Levelling of excavated earth after finishing.

LPG Line distribution Assembly:

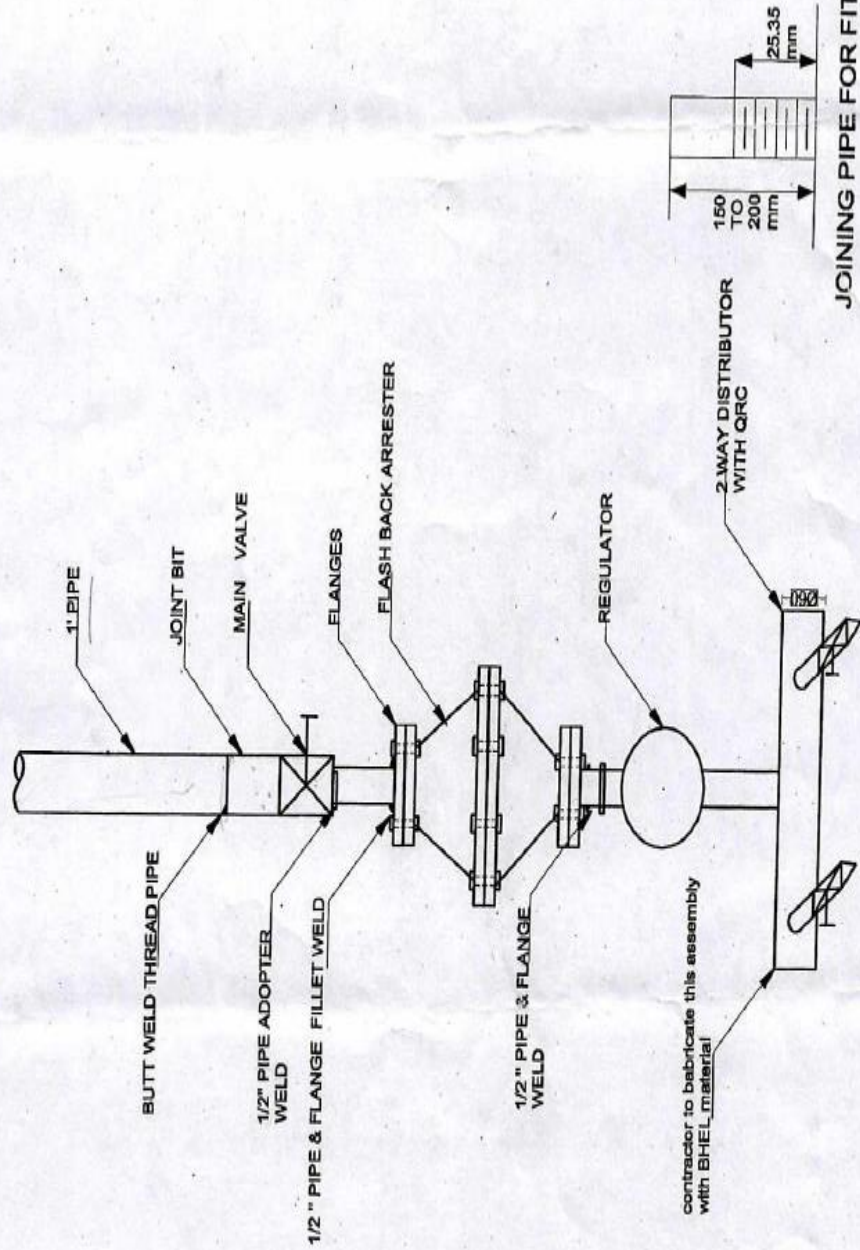
1. LPG pipe lines are of carbon steel.
2. 1" distributor pipe joint to be jointed in main 2" line after providing hole in the above 2" line.
3. 1" pipe bend with required u shape as per our drawing .
4. Thread to be provided at the bottom of distributor line and fixed with 1" valve.
5. ½" pipe with 1" adaptor to be welded and fitted with bottom of 1" valve.
6. For threading , die set is also in contractor's scope. All threads to be checked with thread gauge for its correctness.
7. ½" pipe bottom to be welded with flange and Fixed with the distributor flanges.
8. 4 Nos. of ½"valves and quick release couplings for distributor lines to be fixed in the Distributor.
9. The Distributor to be supported to the bottom floor and also to the nearest column.
10. Jumper facility for earthing using copper strips shall be fitted in all flange joints.

OXYGEN LINE DISTRIBUTOR ASSEMBLY:

1. The Oxygen line is of seamless steel tube and necessary welding to be carried out as per relevant WPS.
2. 1" Pipe bend with required "U" shape to be provided from the TEE/ SLEEVE joints from the 2"/ 1&1/2" / 1" ,Main header line.
3. The 1"/ ¾" drop line to be fitted with brass valve and Strainer with Two take provisions, and then Oxygen Valve.
4. After this, supporting valves with strainers ,Oxygen Valves, Adaptors and Hose reducers to be fitted as per our drawing.
5. The drop line to be clamped with suitable supports to the nearest column as per the Instruction of Engineer – In- charge.

Note:- It is essential to visit the BHEL/Ranipet for assessing the scope of work before quoting this tender by bidder.

LPG DISTRIBUTOR PIPE

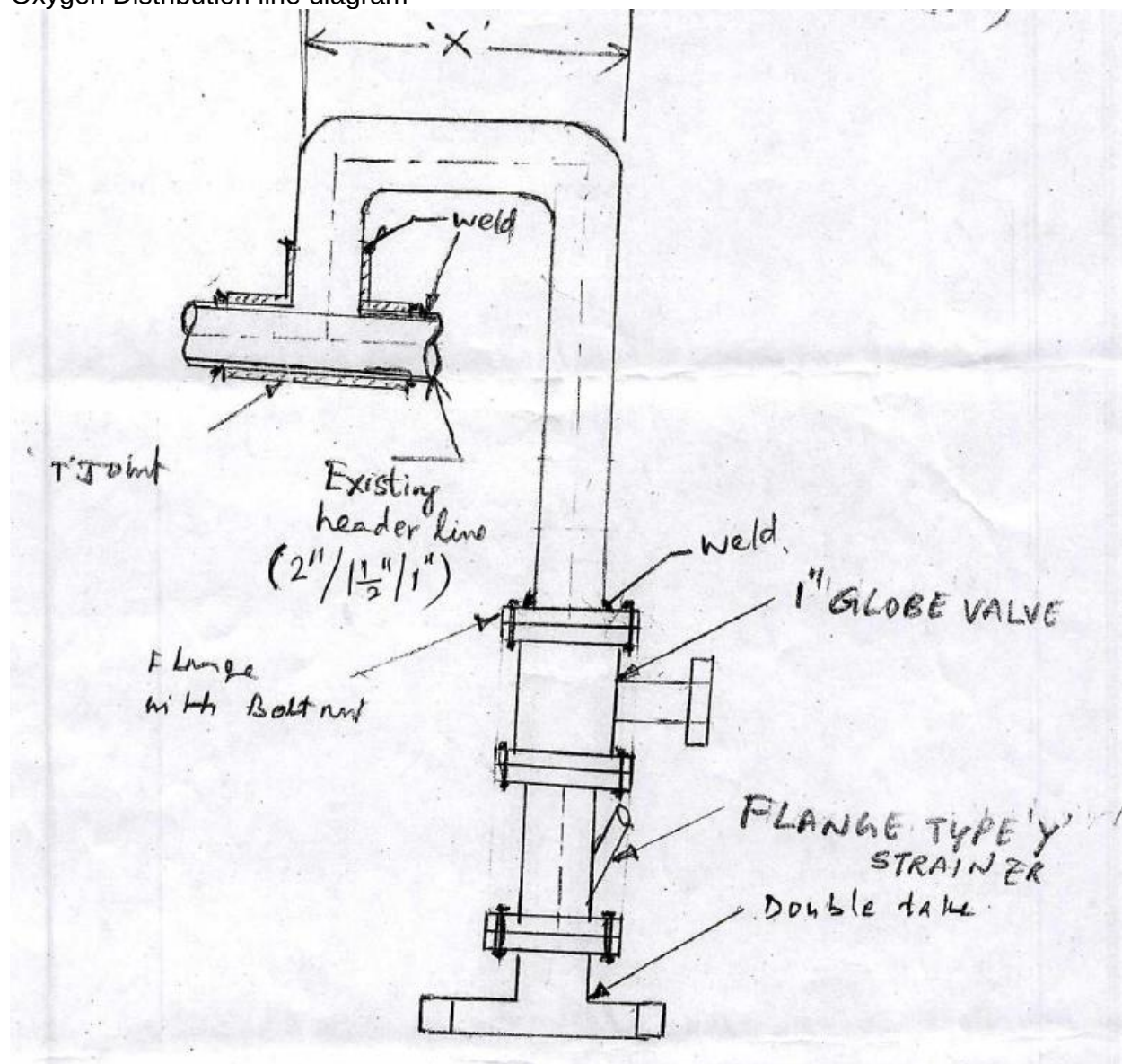


SKETCH NO : BAP : M&S:GAS : EXPN : 01 :012

DRAWN : N. Rautan

APPROVED : *[Signature]*

Oxygen Distribution line diagram



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QUALIFICATION REQUIREMENTS (QR):

S NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs.6,700/-	DD/Online Ref. No.
2	Eligibility	Only those bidders shall quote who have completed successfully "Laying of pipelines/pipe welding works/any structure fabrication work" executed in any single year during the last seven years as on 31.10.2020 shall be any of the following three categories. a) Should have completed "1" work of value of minimum Rs. 2.70 Lakh each. (or) b) "2" works of value of minimum Rs. 1.69 lakh each. (or) c) "3" works of value of minimum Rs.1.35 lakh each. The above value are excluding of GST.	
3	Document "Copies" to be submitted with tender.	a) LOA's of the similar works completed/ being executed.	
		b) Work Completion certificates for the LOA's referred.	

Note :

- Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
- Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
- BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
- The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business dealings" or already done will summarily be rejected.
- Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running bill.

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<u>DETAILS TO BE FILLED BY THE BIDDER</u>		
1a	Name of the Bidder	
1b	Full address	
1c	Nationality	
1d	Email Cell Phone Fax	
2	Whether the firm is individual firm or Sole proprietorship firm or partner ship firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
3	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
4	PAN no and documentary proof (Photo copy has to be enclosed)	
5	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed	
6	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
7	Applicable GST quoted Note: Please refer clause no.50 (page no. 13) of Important Note to Bidders of this Tender regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@_____%

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SPECIAL INSTRUCTIONS TO THE CONTRACT

1. Tenders must be submitted in sealed covers and should be addressed to **Senior Engineer / WCM, BHEL/BAP/RANIPET-632406**, with full name and address of the tenderer and the name of the work being super scribed on the cover.
2. Late offers & incomplete offers shall become liable for rejection.
3. The tender shall be submitted as given below.
 - **Cover-1** shall contain the EMD alone. Tender without EMD will be summarily rejected.
 - **Cover-2** shall contain the techno-commercial bid (Page 1 to 32) and all relevant documents.
 - **Cover-3** shall contain only the price bid.(Page 33)Each of the above covers shall be super scribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and with full name and address of the tenderer.

Finally, all the above three covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

4. **At the time of tender opening,**
 - Covers containing EMD, alone shall be opened first. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
 - **Techno commercial bids of such of those tenderers who satisfy EMD requirements alone will be opened next.**
 - **Price bids will be opened, after evaluation and suitability of technical bids.**
 - If any of the tenders not fulfilling the Qualifying Requirements (QR) or non submission of valid documents within the time limit prescribed by BHEL, their offer shall be rejected.
 - ***The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.***
5. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
6. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.
7. The tenderer should fill and sign the "Checklist " which is enclosed with this Tender document page no 06. This should be enclosed along with the technical bid.
8. ***Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.***
9. **The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**
10. In quoting the rate, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
11. The rate quoted in the tender shall remain valid for a period of three months from the date of opening of tender.

- 12.** Earnest Money Deposit (EMD) of Rs.6,700/- (Rupees Six thousand and Seven hundred only) in the form of Demand Draft (DD) drawn from any nationalized bank, in favor of "BHEL, Ranipet" payable at SBI, Mukundarayapuram Branch (Code 7013) / Pay online (<https://www.onlinesbi.com/sbicollect/collecthome.htm>) / FDR receipt (validity for min three months) from scheduled bank/public financial institutions as defined in the company act (FDR should be in the name of contractor, a/c BHEL) and enclose the payment details in the EMD cover. However they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. EMD in any other form will not be accepted. **There is no EMD exemption for MSE Vendors. MSE vendors also has to pay EMD amount of Rs.6,700/- for this tender.**
- 13.** *"No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL." "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit."*
14. If a tenderer withdraws his offer after submission or after acceptance, fails to complete the works in accordance with the instructions of the Manager/M&S (Electrical services), the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
15. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
16. Tenders submitted by post should be sent through "REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier". The tender should be posted with due allowance for any delay in postal delivery. The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.
17. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
18. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
19. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of award of work.
20. Unless the contractor whose tender is accepted, signs the contract agreement within fifteen days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.

21. SECURITY DEPOSIT:

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit:

- a. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) Fixed Deposit Receipt 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).

- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
 - b. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
 - c. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
 - d. EMD of the successful tenderer will be converted and adjusted against security deposit.
 - e. EMD and security deposit shall not carry any interest.
22. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction.
23. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- 24. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.**
25. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
26. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
27. If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender. Bharat Heavy Electricals Limited reserves the right to reject such tender at any stage.
28. The expenses for completing and stamping the agreement shall be to the contractor's account.
29. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
30. Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or with drawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
31. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

32. The “GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER” shall be deemed to form an integral part of contract for the work to be entered into.
33. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
34. In case if the vendor is not interested in submitting offer against this tender, the vendor should return all the tender papers with a covering letter stating the reasons for not submitting offer.

a) Arbitration

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

c) Risk Purchase

- i) In case of any neglect or refusal on the part of the Contractor to:
 - commence the Contract, or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
 - iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is 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 BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.

- iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
- iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

35. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.

36. SET OFF Clause: "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

37. "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

38. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."

39. Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

40. Fraud Prevention Policy:

The bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice.

41. Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. (http://www.bhel.com/vender_registration/pdf/ Suspension_guidelines_adbridged.pdf)

42. Minimum Wages to be paid :

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker (ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2020	7,650 pm	7,950 pm	8,205 pm
Dearness allowance as on 01.04.2020	5,209 pm	5,209 pm	5,209 pm
BHEL Adhoc (2000 + 1200) per month	3,200 pm	3,700 pm	4,100 pm
Total wage per month	16,059 pm	16,859 pm	17,514 pm

Payment of Bonus to be ensured as per Bonus act.

43. **Any increase in minimum wages, by the State Government , during the period of Contract, will have to be borne by the Contractor.** The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
44. The Contractor shall remain liable for the payment of all wages or other moneys to his workmen 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.
45. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
46. ESI contributions (0.75% employees contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
47. All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided
48. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
49. The workers" particulars such as Name, Age, Father's name, address , Phone no ,etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
50. The contractor has to follow the below mentioned without fail.

- a. Minimum wages as announced by the government from time to time to be paid as applicable to the labours engaged.
- b. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
- c. Annual Bonus shall be paid @ 8.33% of the annual Wages.
- d. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid
- e. Shall arrange to provide E.S.I medical cards.
- f. Monthly wage slip to the labours
- g. Annual slip for the P.F. contribution to be issued
- h. Annual returns for the P.F. and E.S.I payments to be filed
- i. Safety and Personal Protective Equipment are to be provided
- j. Maintain the following registers
 - i. Attendance register
 - ii. Wage register
 - iii. Over time register

51. GST :

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
 - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. 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 shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, 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 (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provision

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
16. **In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
17. **If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.**

The following details to be furnished by the bidder:

S.No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

52. Discrepancy in “words “ & “ Figures “:

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

53. Seeking clarification on Tender Specification: Clarifications on tender specification if any may be sought by the bidders during the office hours only from the DGM/WCM- phone no -04172-284259.

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

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

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

57. **The tender offer should be kept valid for 3 MONTHS from the date of price bid opening** for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.

58. Quoted rates shall be firm through out the contract period and extended contract period also and no cost escalation is allowed on any account.

59. The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.

60. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.

61. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.

62. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.

GENERAL CONDITIONS OF CONTRACT

SECTION – I

1) DESPATCH INSTRUCTIONS:

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

2) DATA TO BE ENCLOSED:

- 2.1. Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 2.2. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign).

2.3. IN CASE OF AN INDIVIDUAL:

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

2.4. IN CASE OF PARTNERSHIP FIRMS:

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

2.5. IN CASE OF COMPANIES:

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

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

3) EARNEST MONEY DEPOSIT (EMD) :

- 3.1.** In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalization of the tender.
- 3.2.** Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder :
- 3.3.** Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.
- 3.4.** Does not commence the work within the period as per LOI / Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.
- 3.5.** After opening of Tender, revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
- 3.6.** Fails to submit SD as indicated in the Letter of Intent.

4) AUTHORISATION AND ATTESTATION:

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

5) VALIDITY OF OFFER:

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

6) EXECUTION OF CONTRACT:

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

7) SECURITY DEPOSIT (SD):

- 7.1.** Upon acceptance of tender, the successful bidder within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL. **The total amount of Security Deposit shall be 5% of the Contract value.**

8.0 RETURN OF SECURITY DEPOSIT:

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

9.0 REJECTION OF TENDER AND OTHER CONDITIONS

- 9.1** The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 9.1.1.** To reject any or all of the bidders.
- 9.1.2.** To award the work in part.
- 9.1.3.** Either of the contingencies stated in (9.1.2) above to modify the time for completion suitably.
- 9.2.** Conditional and Un witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 9.3.** If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
- 9.4.** BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 9.5.** If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.
- 9.6.** Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.
- 9.7.** Should a bidder or contractor or in the case of a firm or company of contractor's one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 9.8.** The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 9.9.** No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

SECTION – II

10.1 DEFINITION:

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

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

10.3 “GENERAL MANAGER”

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

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

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

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

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

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

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

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

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

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

- 10.13 “PLANT”** shall mean and cannot the entire assembly of the plant and equipment covered by the contract.
- 10.14 “EQUIPMENT”** shall mean all equipment, machinery, materials, structural, electrical and their components of the plant covered by the contract.
- 10.15 “TESTS”** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.
- 10.16 “APPROVED” “DIRECTED” or “INSTRUCTED”** shall mean approved, directed or instructed by BHEL.
- 10.17 “WORK OR CONTRACT WORK”** shall mean and include supply of all categories of labor specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipment to the entire satisfaction of BHEL.
- 10.18 “SINGULAR AND PLURAL ETC”** works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.
- 10.19 “HEADINGS”**
- The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 10.20 “MONTH”** shall mean calendar month, unless specified otherwise in the tender.
- 10.21 “WRITING”** shall include any manuscript typewritten or printed statement under the signature of BHEL.
- 10.22 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**
- The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET. (VELLORE Dist, Tamil Nadu).
- 10.23 ISSUE OF NOTICE:**
- The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.
- 10.24 USE OF LAND:**
- No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

11) COMMENCEMENT OF WORKS:

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

12 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

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

The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.
- 12.3** These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
- 12.4** Based on the above quantity, contractor shall prepare the bills in prescribed Performa and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.
- 12.5** All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
- 12.6** Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
- 12.7** The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.
- 12.8** The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.
- 12.9** If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.
- 12.10** Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

12.11. Final measurement bill shall be prepared in the final bill preformed prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified „No Due and „No Demand certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of payment. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

13) RIGHTS OF BHEL

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

- 13.1** To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHELs supervision charges and overheads from Security Deposit / other dues.
- 13.2** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labor to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHELs obligation to its customer.
- 13.3** To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
- 1) Contractor's continued poor progress.
 - 2) Withdrawal from or abandonment of the work before completion of the work.
 - 3) Corrupt act of contractor.
 - 4) Insolvency of the contractor.
 - 5) Persistent disregards to the instructions of BHEL.
 - 6) Assignment transfer, sub-letting of the contract without BHEL"s permission.
 - 7) Non-fulfillment of any contractual obligations.
- 13.4** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
- 13.5** **LD/Penalty :** If contractor delays the work, Penalty/LD will impose at the rate of ½% of the particular BOQ value per week of delay or part thereof subject to a ceiling of 10% of particular BOQ value.
- 13.6** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
- 13.7** To affect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.
- 13.8** To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.

- 13.9** To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor's and to recover the expenditure on account of the same from contractor's bills.
- 13.10** While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.
- 13.11** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

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

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

- 14.1** As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.
- 14.2** The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 14.3** The contractor shall comply with all state and Central Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.
- 14.4** The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.
- 14.5** The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 14.6** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 14.7** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 14.8** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.
- 14.9** All the properties/equipment/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipment/components shall be deemed to be in good condition when received by

the Contractor's unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.

- 14.10** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment.
- 14.11** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 14.12** In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
- 14.13** Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 14.14** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 14.15** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guard's signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles, etc., as per prescribed standards and practices.
- 14.16** The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.
- 14.17** In case of any class of work for which there is no such specification as laid down in the Contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 14.18** No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 14.19** Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.
- 14.20** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.

- 14.21** Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

15) CONSEQUENCES OF CANCELLATION:

- 15.1** Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 13 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.
- 15.2** In case BHEL completes the work under the provision of this condition, the cost of such Completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

16) INSURANCE:

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

17) STRIKES & LOCKOUTS:

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

18) FORCE MAJEURE:

18.1 The following shall amount to FORCE MAJEURE :

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

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

19) The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

20) Payment terms:-

Payment will be made after actual completion of work on pro rata basis and ensuring the soundness of all welding joints & proper laying of pipelines and on submission of invoices/bills (in triplicate) duly certified by the user department. It will be made within reasonable time from the date of submission of bills along with all the enclosures as required by BHEL. Payment through electronic fund transfer (EFT/RTGS) only after deducting bank charges.

21) The contractor has to ensure using personnel protective equipment's of their employees while working inside BHEL/Ranipet.

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GENERAL INSTRUCTIONS TO BIDDERS

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

Tenders must be submitted **in sealed covers** and should be addressed to
**SENIOR ENGINEER, WCM DEPARTMENT,
ENGG. BUILDING –GROUND FLOOR (WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET – 632 406.**

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

2. Tenders will be received up to **14.00 hrs. on 02.12.2020** in the prescribed form and will be opened on **02.12.2020 at 14.30 hrs** onwards at WCM Office Conference Hall in the presence of such of those Bidders or their agents who may choose to attend.
3. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.
4. Tenders not submitted in the prescribed forms are liable for rejection.
5. In quoting the rates, the Bidders are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
6. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS , drawings, specifications and other documents also form part of the agreement to be entered into.
7. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.
8. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.
9. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
10. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labourer & staff deployed in the work.
11. The contractor will have to submit the GSTIN Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**
12. If the bidder find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the

successful Bidder shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

13. Quantities shown in the attached schedules are only approximate.
14. Should a Bidder or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
15. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.
16. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
17. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
18. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender; Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
19. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
20. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
21. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
22. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form.
23. **The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work. The Contractor shall insure all his materials, tools, tackles etc. and also for third party.**
24. **COMPLIANCE TO REGULATIONS AND BY-LAWS:**

The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
25. **BHEL reserves the right to increase or decrease the tender quantity.**
26. **Considering the nature of work and also the contract is not divisible, the contract will be awarded to single party only. The overall value with GST (cost to BHEL) will be considered for ranking.**

27. Clause in case of Tie: "In the course of evaluation, if more than one bidder happens to occupy L-1 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 L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
28. **RA Clause** BHEL will finalize the rates through paper price bid opening/Reverse auction. Hence Tenderers are requested to give their best prices at the first instance itself. RA guidelines 2020 will be applicable.

BHEL reserves the right to go for Reverse Auction(RA). "BHEL shall be resorting to Reverse Auction (RA) ((RA Guidelines 2020 as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

SAFETY RULES

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all. Inflammable materials shall not be stored near places where the sparks are likely to occur. The necessary safety equipment such as gloves, helmet etc. must be issued to the workmen by the contractor and strictly to be used while carrying out the work.
6. Gloves, safety belt, helmet, safety boot etc. must be issued to the workmen and strictly to be used while carryout the work. If Personal Protection Equipment not provided by the contractor, BHEL shall provide the required PPEs on chargeable basis, depending upon the stock availability.
7. If the contractor's workmen found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
8. The working area shall be kept clean and free from all obstructions.
9. All safety precautions are to be taken by the contractor at his cost.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION / INSURANCE POLICY covered for all his workmen. A copy of the policy has to be submitted before commencement of work.
12. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

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

CERTIFICATE

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

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____

(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

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

PRICE BID (PART-II)
(To be submitted in a separate Envelope)
Schedule of Rates (SOR)

Name of the Work: Laying / Rectification of pipelines for compressed air, oxygen, LPG at BHEL/Ranipet for a period of one year.				% Weightage of each item amount w.r.to Total amount (excluding GST)
Contract Period : One year.				
S. No	Description	Qty.	Unit	
1	Laying f new compressed Air/LPG/O2 line by providing new drop (30 drops) from main distribution line (ht. approx. 8 m)	25	No of drops	25.92593%
2	Laying of new gas line above the ground	300	Per Meter	62.22222%
3	Attending underground gas leakage.	20	Per Joint	11.85185%
	Total weightage in %			100.00%
GST %				
4	LUMPSUM AMOUNT (Excluding GST) "ONLY" TO BE QUOTED BY THE BIDDER			Rs.

(Lump sum Amount **excluding GST** in Words _____ only).

NOTE:

- Individual item rates for the above schedules will be arrived based on the lump sum amount quoted by the bidder & % percentage weightage indicated against each schedule. This Amount shall be rounded off to the nearest Rupee.
- Applicable/Quoted GST amount will be extra & same will be taken into account while evaluating total cost to BHEL , for arriving at L1 bidder .
- Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void .
- Payment shall be made for the actual quantities of work executed at the unit rate arrived as per Sl.no.1.
- If GST is applicable, then the rate of GST shall be clearly indicated in **Page no.15 , sl.no.51**. GST amount will be reimbursed to the contractor on submission of proof of remittance challan and uploading the details GSTN network within the statutory time period. If not specified in the tender separately, the rates quoted will be treated as inclusive of GST.
- The evaluation currency for this tender shall be INR.