



Bharat Heavy Electricals Limited
 (A Government of India Undertaking)
BOILER AUXILIARIES PLANT
RANIPET - 632 406, INDIA

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WORKS CONTRACT MANAGEMENT DEPARTMENT**NOTICE INVITING TENDER**

Tender Notice No	9800044E DT: 25.11.2020.
Name of work	Cleaning, painting and lettering of LPG Bullet (02 Nos.), LoX Tank (01 No.) and their accessories.
Type of tender	Open tender.
Period of contract	One Month.
Earnest Money Deposit (EMD) Amount	Rs.3,000 (Rupees Three Thousand Only)
Last date & Time for Receipt of the Tender	17.12.2020 at 14.00 hrs.
Date of Technical bid Opening	17.12.2020 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.
Place of submission of Tender	Tender Box placed in Security Office Near Factory Gate BHEL – BAP - Ranipet – 632 406
Address on the Sealed Tender Cover to be:	SE/ WCM DEPARTMENT ENG. BUILDING –GROUND FLOOR(WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT TAMIL NADU– 632 406.
Venue of the Tender Opening	WCM DEPARTMENT

Note:

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

SE/ WCM
ISSUING OFFICER

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SCOPE OF WORK

01. The Painting works of LPG bullets (02 Nos.) and pipelines attached to it have to be done by applying first one coat of red oxide to 50 Microns DFT followed by two coats of synthetic enamel paint to 70 Microns DFT each. The total final coat of paint (premier + enamel) must not be less than 180 Microns DFT, anywhere on the surface.
02. The painting of Liquid Oxygen Tank (01 No.) has to be done by applying first one coat of High Build Epoxy Finish Coating to 100 Microns DFT followed by two coats of Acrylic Polyurethane Finish Paint to 40 Microns DFT each. The total final coat of paint (premier + enamel) must not be less than 130 Microns DFT, anywhere on the surface.
03. The painting of all pipe lines inside the LPG yard (other than pipelines attached to LPG Bullets) has to be done by applying first one coat of red oxide to 40 Microns DFT followed by two coats of synthetic enamel paint to 50 Microns DFT each. The total final coat of paint (premier + enamel) must not be less than 130 Microns DFT, anywhere on the surface.
04. The painting of all metal surfaces including LPG Bullets' platform and ladder, Wind sock's platform and ladder, Motors (03 Nos.), Vaporizers (02 Nos.), Accumulator tank (01 No.) and its accessories has to be done by applying of one coat of red oxide to 40 Microns DFT followed by two coats of synthetic enamel paint to 50 Microns DFT each. The total final coat of paint (premier + enamel) must not be less than 130 Microns DFT, anywhere on the surface.
05. The Painting of all structure made of concrete and bricks have to be done by applying two coats of enamel paint to 50 Microns each. The total final coat of paint must not be less than 90 Microns DFT, anywhere on the surface.
06. The Painting of doors (02 nos. at LPG operator room), fencing Gates (05 Nos., i.e. two in LPG yard and three in LoX tank) and associated fencings have to be done by applying of one coat of red oxide to 40 Microns DFT followed by two coats of synthetic enamel paint to 50 Microns DFT each. Total final coat thickness to be not less than 130 Microns DFT, anywhere on the surface.
07. The Painting of all other items not especially specified have to be done by applying two coats of enamel paint to 50 Microns each. The total final coat of paint (premier + enamel) must not be less than 90 Microns DFT, anywhere on the surface.
08. In LPG Yard, replicating of safety equipment details written on the LPG Operator's wall, over a board (L-2m, H-1m) after painting it suitably and fixing it on the ground.
09. In LoX Plant, writing of LoX tank details over a board (L-2m, H-1m) after painting it suitably and fixing it on the ground.
10. All sentences, pictures and symbols from LPG Bullets (02 Nos.) and LoX Tank (01 No.) shall be noted properly before starting the cleaning procedure. The same must be replicated after the painting as per the instruction of In-Charge.
11. The board should have white background and red letters written over it with the lettering and its size in such as way to be clearly readable from a distance. After writing, boards should be fixed in the ground, excavation and fixing of which is under contractor's scope including the material required for fixing.
12. The board along with associated stand should be painted with one coat of Red oxide to 40 Microns DFT each and followed by two coats of enamel paint to 50 Microns DFT each. Total final coat thickness to be not less than 130 Microns DFT, anywhere on the surface.
13. Surface preparation is must on all the surfaces, metal or concrete, before applying any paint. The existing painting must be removed completely by means of mechanical cleaning. This is to be done by

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scrapping, chipping, wire brushing (**non- ferrous wire**), rubbing with abrasive paper and spraying water.

14. Prior to painting, the surfaces must be free from any rust, dirt, grease, old paint. Surface contamination on the metal in the form of rust, scale, oil grease, dirt etc must be removed before painting.
15. Before painting, the external surface has to be thoroughly cleaned by caustic soda solution, nonferrous wire brushing and water jet. Care shall be taken to ensure that the body of bullet/cylinder/pipeline is not damaged during the procedure.
16. To replicate all existing Lettering and symbols available at the surface to be painted.
17. Fluid flowing marking indication on all pipelines have to be done by paint at an interval of 3 meters generally or at the instruction of In-charge.

GENERAL REQUIREMENTS FOR PAINTING. —

1. Painting has to be homogeneous and defect free with an even thickness over the painted surfaces during each coating.
2. Any Coating must not be applied before the surface has been dried, DFT measured, inspected and the preparatory work approved by Engineer In-charge.
3. After the surface is thoroughly cleaned, immediately primer must be applied to prevent contamination of the surface in any way.
4. Each coat of material shall be applied as a continuous film of uniform thickness free of porous.
5. The stages of inspection shall be:

 (a) Surface Preparation **(b)** Primer application **(c)** Primer DFT Microns measurement **(d)** Enamel application **(e)** Enamel DFT Microns measurement for each coat **(f)** Total DFT Microns measurement by DFT Gauge
6. Contractor shall take utmost care in execution of work and shall do all work with the prior approval of the engineer in charge.
7. All defects noticed during stages of inspection, shall be rectified free of cost by the contractor
8. LPG Bullets & Oxygen tank painting should be done by spray painting only. Spray gun is in the scope of Contractor.
9. After the surfaces have been coated with primer, these will be left for drying. The drying time shall be as per paint manufacture's recommendations.
10. Both primer coating and enamel paint shall be applied on external surface of bullet/cylinder/pipeline by using a suitable pneumatic spraying gun.
11. All Safety norms has to be adopted while executing the work.
12. The Procedure of work will be followed strictly and contractor has to note for the time bound between each type of work.
13. All Materials like Paints, Emery Sheets, Power, Compressed air with hoses etc.. will be supplied by BHEL at free of Cost and all the tools like spray gun, painting brushes etc for all works is in contractor's scope.

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14. Daily Work Permit has to be obtained for working in LPG YARD and LoX Yard.
15. Since the work near or inside LPG yard / LoX Yard is Risky & Hazard in nature, Safety rules has to be STRICTLY followed at every point of time during execution of work and action will be taken for any default. In line with safety guidelines **non- ferrous tools (sparkles tools)** only to be used inside of LPG yard as well as inside of LoX yard for all works including of painting of Bullets and Tank.
16. Material collection from places within the Factory Premises etc., are in contractors' scope.
17. Applying of additional coats on any surfaces for poor workmanship should not be claimed.
18. The lettering size will be given by Engineer in charge. The contractor has to ensure the same.
19. The procedure of work will be followed strictly and contractor has to note for the time bound between each type of work.
20. The contractor has to arrange for works on SUNDAYS and HOLIDAYS as per the instruction of Engineer In- Charge.
21. The deployed work force should have required trade skills & experience to carryout the works.
22. While applying primer coating and final painting, care should be taken to ensure that the shadow zones such as surfaces under bullets, walls are properly coated.
23. All paint spraying equipment, including mixers, shall be thoroughly cleaned before mixing of new materials. All coating materials shall be mixed and thoroughly stirred in accordance with the instructions of the paint Manufacturer. Sufficient agitation to maintain good mixing shall be applied until the product is used.

Painting Letters on LPG Bullets (02 Numbers)

BHEL
LOGO
18"X18"

SUPPLIER
LOGO
18"X18"

PROPANE/LPG STORAGE TANK (12" /RED)
HIGHLY INFALMMABLE (9" / BLACK)
CAPACITY : 47695 Lit (6" / BLACK)
CLIENT : BHEL - BAP - RANIPET) 4" / BLACK) HYDRO TEST DATE:
ENGG & ERECTED BY : GAS EQUIPMENTS MFG CO NEXT TEST DATE :
(4" /BLACK) MUMBAI – 400086 (4" / GREEN)
VESSEL CAPACITY : 20 MT (4" / BLACK)

Painting Letters on LoX Bullet (01 Number)

BHEL HPVP
VISAKHAPATNAM- 12A.P.
TO: M/S –RANIPET
W.O. N.O. 5592.01-ITEM NO.:92-V-01
VSL.SL No.: 54125>Description: GA For 13 M^3 LOX STORAGE TANK
Drg No: CRTK-559201-A000 Rev-01

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Note:

1. The approx lettering size were given for information only. However the contractor has to ensure the same before writing. The lettering size of LPG Bullet and LOX tank will be same as originally used on the tank.
2. Existing size and letters on the boards and numbering of Bullets and other accessories has to be maintained.

Contractor's Scope of Material:

1. Spray gun and associated accessories.
2. All tools required for cleaning during surface preparation including non-ferrous wire brush.
3. All tools required for doing painting such as paint brushes and spray paint equipment.
4. All other regular and special tools required including buckets.

BHEL'S Scope of Material: All materials like Paints, Emery sheets, Power etc., will be supplied by BHEL at free of cost. The compressed air hoses and compressed air will be provided by BHEL free of cost.

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SAFETY RULES

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

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

QUALIFICATION REQUIREMENTS (QR):

S NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	Eligibility	Only those bidders who have successfully completed the previous works i.e. 'Painting of the structures/storage tank/any metal surface" executed in any single year during last 7 years as on 31.10.2020 should be any of the following three categories is applicable. a. Three similar completed works costing not less than the amount equal to Rs.0.60/- Lakh. or b. Two similar completed works costing not less than the amount equal to Rs.0.75/- Lakh. or c. One similar completed works costing not less than the amount equal to Rs.1.20/- Lakh.	
2	Document "Copies" to be submitted with tender.	a) LOA/work order of the similar works completed/ being executed. b) Work Completion certificates for the LOI's referred.	
3	EMD	Rs 3,000/- (or) MSE (micro/small) valid certificate(as per MSE Clause listed in point no.62).	DD NO.

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.

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Details to be filled by the Bidder

1	Name of applicant	
	Full address	
	Nationality	
	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, copy of Registration No./ Enrolment Number may be furnished.	
4	PAN no and documentary proof .	
5	Registration under Tamil Nadu VAT ACT, TIN number.	
6	The service tax heads under which the enlisting person registered with Excise Authorities and copy of service tax registration certificate has to be enclosed .	
7	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act? Copy of the same may be furnished.	
8	Income Tax return filed acknowledgement for last 3 years has to be enclosed.	
9	Applicable GST %	_____ %

IMPORTANT NOTE TO BIDDERS

- 1) Bidders are requested to submit their offers 'in a sealed cover' consisting of Two inner sealed covers viz. (1) Techno commercial Bid, (2) Price Bid cover, all super scribing the name of the work, Tender Number, Due date etc. and should be addressed to

SE/ WCM DEPARTMENT,
ENGG. BUILDING –GROUND FLOOR(WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET , VELLORE DISTRICT
TAMIL NADU – 632 406.

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

- 2) The completed Technical – Commercial cover shall reach the Office of the undersigned on or before **17.12.2020 at 14.00 Hrs.**
- 3) Techno -Commercial bid will be opened on 17.12.2020 at 14.30 hrs. onwards. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter for attending tender opening. Document has to be signed by the bidder in all the pages.
- 4) 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. The bidder has to quote most competitive rates for all the items in the price bid.
- 5) **Bidders are required to submit their price bid in the BHEL format only.**
- 6) **Seeking clarification on Tender Specification :** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **SE/ WCM DEPT. - Phone no - 04172-283043, 284698.**
- 7) All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
- 8) Offers received with any deviation or without relevant information are liable to be rejected.
- 9) Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
- 10) The bidder has to quote his Rate for all individual items in the Rate Schedule of Price Bid. If the bidder has not quoted the Rate for any item(s), it is considered as incomplete tender and tender can not be accepted.
- 11) The tender offer should be kept valid for 3 MONTHS from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
- 12) Quoted rates shall be firm through out the contract period and extended contract period also and no cost escalation is allowed on any account.
- 13) The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.
- 14) BHEL reserves the right to increase or decrease the tendered quantity.

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- 15) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 16) BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest acceptable price to them inter-alia other reasons.
- 17) BHEL reserves the right to negotiate the L1 rate.
- 18) **The contract may be pre closed as decided by BHEL during tenure of the contract with seven days prior intimation.**
- 19) **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.**
- 20) All entries in the tender documents should be filled with same ink. Over-writing in the price bid to be avoided. The tenderers concerned should duly sign all cancellations and corrections.
- 21) Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and seal each and every page of the tender document/annexures attached thereto before submitting the tender.
- 22) Bidders are advised to quote only as per BOQ given by BHEL. Offers other than price bid proforma of BHEL will not be considered.
- 23) In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 24) 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 Gazetted Officer must accompany the tender.
- 25) 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.
- 26) Should a tenderer find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should seek clarifications from the authority inviting the tender. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 27) Tenders submitted by post should be sent preferably by "REGISTERED POST"/ Speed post. This should be posted with due allowance for any delay in postal delivery. On no account the tenders, **received after the due date and time shall be considered.**

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GENERAL CONDITIONS OF CONTRACT

SECTION – I

1) GENERAL :

- 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 superscribing 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) 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.

4) VALIDITY OF OFFER:

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

5) 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.

6) 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.**

Note:

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 from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions 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.

If the contractor fails to execute the contract either fully or partially or violates the contract conditions leading to cancellation of the contract, the security deposit will be forfeited. The entire security deposit amount so deposited/recovered will be refunded at the end of the contract period and after satisfactory completion of the work.

7) REJECTION OF TENDER AND OTHER CONDITIONS

7.1 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.

7.1.1 To reject any or all of the bidders.

7.1.2 To award the work in part.

9.1.1. 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.

“GENERAL MANAGER”

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

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

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

10.5 “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.

10.6 “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.

10.7 “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.

10.8 “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..

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

10.10 “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.

10.11 “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.

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

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

10.14 “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.

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

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

10.17 “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.

10.18 “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.

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

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

10.21 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).

10.22 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.

10.23 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 labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.
- 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:
- a) Contractor's continued poor progress.
 - b) Withdrawal from or abandonment of the work before completion of the work.
 - c) Corrupt act of contractor.
 - d) Insolvency of the contractor.
 - e) Persistent disregards to the instructions of BHEL.
 - f) Assignment transfer, sub-letting of the contract without BHEL's permission.
 - g) Non-fulfillment of any contractual obligations.
 - h) Due to Work delay.
- 13.4** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
- 13.5** To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.
- 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 contract in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.
- 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

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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 livable on account of any of has operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.
- 14.5** The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 14.6** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 14.7** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 14.8** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.
- 14.9** All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractor's unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.
- 14.10** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/ possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment.
- 14.11** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 14.12** In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
- 14.13** Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 14.14** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 14.15** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guard's signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.

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

15) CONSEQUENCES OF CANCELLATION:

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

16) INSURANCE:

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

17) STRIKES & LOCKOUTS:

- 17.1** The contractor will be fully responsible for the entire dispute and other issues connected with his labor. In the event of the contract labor resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its 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)** Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
- 19)** If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may be at its discretion to cancel such tender.
- 20)** If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
- 21)** The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
- 22)** If the contractor deliberately gives wrong information in the tender or creates conditions favorable for the acceptance of his tender, Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
- 23)** Words imparting the singular number shall also deemed to include the plural number and vice versa where the context so requires.
- 24)** The expenses for completing and stamping the agreement shall be to the contractor's account.
- 25)** 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.
- 26)** Tenderers shall not increase their quoted rates or lay additional conditions incase Bharat Heavy Electricals Limited negotiates for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tender. In case the above conditions are violated, BHEL is at the discretion to cancel the tender.
- 27)** 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.
- 28)** Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form.
- 29)** The "GENERAL & SPECIAL CONDITIONS TO TENDERERS" shall be deemed to form an integral part of contract for the work to be entered into.
- 30)** The tenderer should be present if called for negotiation both technical and commercial. In case, the tender's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
- 31)** If needed tenderers may visit the site / working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.

32) COMPLIANCE TO REGULATIONS AND BY-LAWS

The Contractor shall conform 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:

- 33)** The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- 34)** The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- 35)** In case a service engineer's meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
- 36)** Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
- 37)** Employment of child labour is strictly prohibited.
- 38)** Contractor should deploy only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
- 39)** Necessary 'COMPREHENSIVE INSURANCE' coverage is to be arranged by contractor for his material handling vehicle/drivers/ labors and also for third party liability.
- 40)** The Bidder should be present if called for negotiation both technical and commercial. In case, the Bidder's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
- 41)** In case the Bidder is not interested in submitting your quotation, they should return all the tender papers with a covering letter stating that your regrets for not submitting your offer for this tender.
- 42)** If required bidders may visit the site/working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.
- 43)** The bidder shall clearly indicate all the applicable Taxes in the Price Bid and also shall state clearly whether these taxes are inclusive or exclusive of the Basic rate quoted. If any tender does not indicate applicable taxes, BHEL will assume, price quoted is inclusive of all Taxes and Tender will be evaluated accordingly.
- 44)** The contractor should submit the copies of following documents.
- i. Pan card. ii. GST certificate.**
- 45)** The contractor shall indicate all the applicable taxes in the offer and any claim after the issue of contract will not be entertained.
- 46)** In case if any Taxes not applicable, like due to threshold limit etc. Same may be clearly indicated in the offer by the Bidder.
- 47) 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.

48) 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 therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by AGM/MTD subject to prompt notification by the contractor.

49) Availability of clause: Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.

50) 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 to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
- 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.

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.

51) RISK PURCHASE

- i) In case of any neglect or refusal on the part of the Contractor to:
 - commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor 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.

52) 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.

53) 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.

54) 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. "

55) "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."

56) Rates quoted shall be Firm throughout the contract period including total extended period if any and shall include all royalties, all types of taxes applicable in any manner on works contract / VAT or any other taxes levied and leviable under the state or central government rules during the currency of the contract except service tax which is extra. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect. Service tax if any shall be specified separately which is extra. Necessary service tax rules have to be complied including submitting service tax Registration No.

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

57) 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."

58) 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.

59) 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)

60) 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)	

61) 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.

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

63) If vendor have their MSE (micro / small) Certificate, need not to pay EMD for this work. They have submit CA certificate for 2019.

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

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

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

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

Certificate by Chartered Accountant on Letter head

This _____ is _____ to _____ certify _____ that
M/s.....
(hereinafter referred to as 'Company') having its registered office at.....

..... is registered under MSMED Act 2006,(Entrepreneur memorandum No(Part-II).....
dtd:.....

Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lakhs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lakhs

(Strike off whichever is not applicable)

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

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

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

Signature of the Tenderer with seal
(Authorized Signatory)

.....

SAFETY RULES

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

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

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SPECIAL INSTRUCTIONS TO THE TENDERERS

1. Tenders must be submitted in sealed covers and should be addressed to **SE/ 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 / MSE valid certificate alone. Tender without EMD / without MSE valid certificate(as per MSE Clause listed in point no.62) will be summarily rejected.
 - **Cover-2** shall contain the techno-commercial bid (Page **1 to 38**) and all relevant documents.
 - **Cover-3** shall contain only the price bid.(Page **39 to 40**)Each of the above covers shall be super scribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and withfull 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 / MSE valid certificate (as per MSE Clause listed in point no.62), 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 of 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. 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.
8. 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.
9. The rate quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
10. Earnest Money Deposit (EMD) of Rs.3,000/- (Rupees Three Thousand only) in the form of Cash Receipt(CR) /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/prelogin/icollecthome.htm>) 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. If vendor have their valid MSE Certificate, need not to pay EMD for this work.

11. ***"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."***
12. If a tenderer withdraws his offer after submission or after acceptance, fails to provide the service in accordance with the instructions of the Manager/M&S – Gas services, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
13. 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.
14. 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.
15. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
16. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
17. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of award of work.
18. 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.

19. 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.

20. 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.

21. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction.

- 22. 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.
- 23. 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.
- 24. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
- 25. 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.
- 26. 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.
- 27. The expenses for completing and stamping the agreement shall be to the contractor's account.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.

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SPECIAL CONDITIONS OF CONTRACT

1. BHEL reserves the right to increase or decrease the tendered quantity. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
2. BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest acceptable price to them inter-alia other reasons.
3. BHEL reserves the right to negotiate the L1 rate.
4. The works are to be carried out and/or to be completed with in the stipulated period and if necessary the contractor shall take necessary steps to augment the work force.
5. The contractor shall name a place of business on or adjacent to the factory or any other place to be approved by the Officer-in-charge for the purpose of his office. At this office daily during business hours there shall be a person (not below the rank of supervisor) present to receive and carry out instructions.
6. The contractor shall be solely responsible for the safe custody of the materials from the time the documents are handed over to him till the materials are delivered at the places specified and will indemnify the Bharat Heavy Electricals Limited against loss, damage, breakage, shortage and pilferage of any material while in his custody. BHEL norms shall be followed for all BHEL free issue items. Transport insurance, if any, has to be paid by the contractor as may be directed by Bharat Heavy Electricals Limited.
7. The period of the contract may be reduced, renewed or extended at the sole discretion of Bharat Heavy Electricals Limited.
8. In case of any neglect or refusal on the part of the contractor to provide and have non-readiness, insufficient readiness, insufficient labour for the aforesaid work or if in the opinion of Officer-in-charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem to fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the Security Deposit or from any money due to the contractor.
9. The contractor shall either supervise the work or provide a supervisor to supervise the work of his staff. The supervisor employed by the contractor shall ensure proper out-turn of work and the discipline by the labour to be put on the job and in general see that the works are carried out in a safe and proper manner. The supervisor shall have technical qualification and experience to carry out the jobs.
10. Bharat Heavy Electricals Limited will Not be responsible for the idle labour of the contractor for whatever reasons.
11. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
12. In case, labour strength has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
13. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.

14. In case of damage or loss to any equipment or component or any property thereof to Bharat Heavy Electricals Limited, caused due to the negligence and / or carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the damage or loss together with the overhead will be recovered from the contractor's bill. The decision of Bharat Heavy Electricals Limited regarding the cost as well as the extent of cost of damage shall be final and conclusive. Necessary insurance coverage for all the risks, to be taken by contractor.
15. The contractor if required has to work in late hours with sufficient manpower to complete the task within the specified schedule date; BHEL will provide the necessary permission only. Suitable man power shall be deployed to carry out day to day work.

**WORKS CONTRACT – VARIOUS STATUTORY REQUIREMENTS
SPECIAL CONDITIONS**

All the works contract in BHEL will be governed by all statutory obligations which include the following in particular.

1. The rate indicated in the schedule here include PF & ESI etc.,
2. Deduction of PF by the contractor has to be ensured. The contractor has to remit the PF dues of the workers before the submission of the running account bill.
3. The list of number of employees who are to be engaged with details of their names, age, father's name etc., and their daily attendance have to be maintained by the contractor.
4. The contractor has to ensure payment of the statutorily prescribed minimum wages as notified by BHEL for contract labour from time to time and maintain proper records of their timely disbursement. The Minimum Wages Act of Tamil Nadu Government shall be followed and the minimum wages have to be paid to the labourers accordingly. In addition a sum of Rs.3200/- for USW shall be paid per month per worker. Any increase in minimum wages during the Period of the Contract, also to be paid by the Contractor with in the quoted Rates.

A minimum wages are to be paid as furnished below :

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	7650 pm	7950 pm	8205 pm
Dearness allowance as on 01.04.2020	5209 pm	5209 pm	5209 pm
BHEL Adhoc (2000 + 1200) per month	3200 pm	3700 pm	4100 pm
Total wage per month	16,059 pm	16,859 pm	17,514 pm

- Payment of Bonus to be ensured as per Bonus act.
5. Any increase in minimum wages/ statutory requirements , during the contract period , 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.
 6. **All statutory requirements like PF, ESI will be applicable for the above total wage of Rs. 15,000/- per month** and Bonus will be applicable as per Bonus act. Records for these payments would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities. Any increase in the wages due to statutory requirements during the currency of the contract should be borne by the contractor.

7. Weekly off and leave with wages: No contract labourer shall be allowed to work continuously for more than 6 days in a week. Apart from this, contractor should provide, to every labourer employed by him, one day of leave with full wages for every 20 days of actual work engaged by him. The contractor shall also maintain up to date Register of Leave with wages in Form – 15 as prescribed under Rule 87 & 88 of Factories Act 1948.
8. 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.
9. The contractor should cover all his workers (including that of subcontractor's workers) under ESI Scheme. The contractor shall be asked to furnish along with the bill each month, details in the following format for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities and proper records have to be maintained for the same.

Details of workers employed by the contractor for the month of -----

Sl.No.	Name of Contract worker	No.of Days Worked	Wagesfor days worked	Paid	Amount of PF Deducted	Amount of ESI Deducted
1	2	3	4		5	6

Amount of payment of PF to Authorities	Voucher Ref: Attached	copy	Amount of ESI Contribution paid	Voucher Ref: (copy attached)
7	8		9	10

10. The tenderer has to furnish proper returns to the concerned statutory authorities.
11. The tenderer has to ensure that all the required information in the tender are to be furnished, failing which BHEL reserves the right to reject the offer.
12. The contractor has to submit sales tax Registration No., irrespective of their liability, if any.
13. The first running bill will be released only on production of the following documents.
- ST Registration No:
 - Labour License No:
14. The final payment will be released only on production of clearance certificate from PF, ESI and Assessment orders from the Commercial Tax authorities concerned.
15. The Contractor shall remain liable for the payment of all wages or other moneys to his work-men or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
16. 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.
17. ESI contributions (1.75% employees contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.

ENQUIRY NO. 9800044E

18. 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.
19. 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.
20. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
 - a) Muster Roll
 - b) Register of Wages
 - c) Register of Deductions
 - d) Register of Overtime
 - e) Register of Fine
 - f) Register of Advance
 - g) Wage slips
 - h) Register of Accidents
 - i) Register of Leave with Wages
 - j) ESI Register in Form-7
21. All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.
22. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
23. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
24. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
25. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges (In total :13.00%) in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).
26. General conditions of the contract shall form part and parcel of this contract and the contractor has to comply with these conditions.

27. Payment terms:

Payment will be made after successful completion of job, ensuring painting quality 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 the BHEL. Payment through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges.

28. Liquidated Damages / Penalty:

If contractor delays the work, Penalty/LD will impose at the rate of $\frac{1}{2}\%$ of the particular BOQ value per week of delay or part thereof subject to a ceiling of 10% of particular BOQ value.

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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.

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PRICE BID

(To be submitted in a separate Envelope)

Name of Work : Painting of LPG , O2 ,Compressed Air pipelines LPG Bullet and its accessories inside BHEL / Ranipet premises.

Period of Work : Two Months.

Tender Notice No : 9800044E, DT.25.11.2020.

SL	DESCRIPTION	QTY	UNIT	RATE(Rs.)
01	(a) Cleaning of Two LPG Bullets (20MT Capacity each) and pipelines attached to it by applying of given chemicals & water emery sheet. (b) Painting of 02 Numbers of LPG Bullets with one coat of red oxide paint and two coats of Enamel paint over red oxide including pipelines attached with bullets. (Bullets 475 sq meter + Pipe lines 05 sq. meter). (c) Writing of technical details on two LPG Bullets, accessories(for given data) and flow mark directions etc. Writing of details on a board after suitably painting board and fixing it on the ground.	02	Nos.	46.5209%
02	Painting of Motors, Vaporizer, Accumulator & its accessories : a) 5.5 Kw Motor - 1 No b) 2.2 Kw Motor - 1 No c) 30 Kw Motor - 1 No d) 19.5 Kg Accumulator - 1 No e) 150 Kg/hr Vaporizer - 2 No's	01	Set	5.3167%
03	(a) Cleaning of one number Liquid oxygen storage tank and pipelines attached to it by applying of given chemicals & water emery sheet. (b) Painting of one Number of Liquid oxygen storage tank with one coat of red oxide paint and two coats of Enamel paint over red oxide including pipelines. (Tank 27 sq meter + Pipe lines 05 sq.meter) (c)Writing of technical details on this tank , and flow mark directions etc. Writing of details on a board after suitably painting board and fixing it on the ground	01	No.	2.6916%
04	Painting the Cubical cement block of size 0.5 Mtr x0.4 Mtr x 0.4 Mtr	50	Nos.	1.6615%
05	Painting of 1Mtr height wall	86	Mtr.	4.0008%
06	Painting of LPG bullet support wall	60	SQM	1.9938%
07	Painting the LPG bullet ladder and platform 1Mtr width x 1Mtr height	15	Mtr.	4.9844%
08	Painting the fencing Having 2 Mtr height	300	Mtr.	19.9375%
09	Painting the 6Mtr height and 1Mtr width square cross angle structure and 1 Mtre width and 6Mtr long Ladder.	01	Set	2.3260%
10	Cleaning & Painting the door of size 2 Mtr long x 1 Mtr width.	02	No.	0.3988%
111	Painting the cubical main panel of size 1.2 x 1.4 x .5 Mtr	01	Set	0.1329%
12	Painting the 200A ICTPN switch and its support angle.	01	No.	0.1329%
13	Painting the 100A ICTPN switch and its support angle.	02	No.	0.2658%
14	Cleaning & Painting of fencing gate with one coat of Red oxide paint and two coats of enamel.	150	SQM	4.9844%

ENQUIRY NO. 9800044E

15	Painting of Pipe lines a) ½ inch line - 10 Mtrs b) 1 inch line - 25 Mtrs c) 1.5 inch line - 100 Mtrs d) 2 inch line - 180 Mtrs e) 4 inch line - 180 Mtrs	1	Set	2.6583%
16	Painting of Support structure a) 250 mm Angle - 200 Mtrs b) Box Channel 80*80 mm - 80 Mtrs c) 150*100 Channel - 50 Mtrs	1	Set	1.9938%
17	Total Amount (a)			
18	GST Amount @ _____% (b)			
19	Grand Total (c) = (a) + (b)			

IMPORTANT NOTE:

- Individual item rates for the above schedules will be arrived based on the lumpsum 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.
- The above rates are quoted after having fully read and understood the enquiry terms and condition.
- The evaluation currency for this tender shall be INR.
- 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."