



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

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WORKS CONTRACT MANAGEMENT DEPARTMENT

INVITING TENDER	
Tender Notice No	9800059E, DT: 22.02.2021.
Name of work	Supply, Installation, Commissioning and Maintenance of 08 no's of 'Digital Photocopier Machines' on rental basis for 16 Months at BHEL Ranipet.
Type of tender	Open tender (Two part bid).
Period of contract	16 Months.
Earnest Money Deposit (EMD) Amount	Rs.4,000/-
Last date & Time for Receipt of the Tender	16.03.2021 at 14.00 hrs.
Date of Technical bid Opening	16.03.2021 at 14.30 hrs. on wards.
(Please obtain updated information from the website about the latest applicable dates & other changes if any in the tender contents)	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (Engg. Building – Ground Floor(West Side), BHEL –BAP- Ranipet – 632 406
Address on the Sealed Tender Cover to be:	SENIOR ENGINEER/ WCM DEPARTMENT, ENGG. BUILDING –GROUND FLOOR(WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632 406 RANIPET DISTRICT TAMIL NADU.
Venue of the Tender Opening	WCM DEPARTMENT
Note:	
1. The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tenders) and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app .	
2. The bidders who registered in other units of BHEL for this type of works may also participate with proper supporting documents. After technical evaluation and acceptance, their offer will be considered for price bid opening. Unregistered bidders who are having experience in this type of works, they may also submit their technical bid. After technical evaluation they may be considered for future tenders.	
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 BHEL web pages (https://www.bhel.com/corrigendum-) and CPP Portal only. 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.	

Sr. Engineer / WCM
ISSUING OFFICER

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TENDERER HAS TO SIGN AND SEAL ALL THE PAGES OF TENDER DOCUMENT ALONG WITH ALL SUPPORTING DOCUMENTS.

Minimum Wages calculation:-

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

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

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SCOPE OF WORK

1. Supply, installation, testing, commissioning, and maintenance of **New / Old** digital photo copier machines by the supplier scope.
2. All spares and consumables required for satisfactory functioning of machines are to be supplied by the contractor during the contract period.
3. Consumables should be made available within 24 hours of request. Facility should be provided to register breakdown/Toner request through landline and E-mail within 24 hours. Toner Should be made available within three days.
4. In case of break down, the machine has to be rectified within 48 hours of complaint. Any delay more than 48 hours or 2 working days will attract penalty on pro – rata basis on rental charges and will be recovered including holidays if it falls between the break down period .
5. If the machine is under break-down for more than 4(four) days, supplier has to replace the machine with another machine of similar capacity. Any transportation involved from and to the supplier works will be borne by the contractor. If the machine is under break down continuously for more than 7 days, BHEL shall arrange alternative sources at the risk and cost of the contractor.
6. It is the responsibility of the contractor to ensure proper working of the machine and generating good quality of photo copies. The decision of BHEL will be final on 'Quality' of the photo copy.
7. Income Tax will be reduced from the bills as per the norms fixed by the Ministry of Finance, Dept. of Revenue, Central Board of Direct taxed from time to time.
8. The Contractor shall arrange insurance coverage for the machines.
9. BHEL reserves all the rights to terminate the contract at any time without assigning any reason with one month advance Notice.
10. BHEL reserves the right for extending the contract period based on the mutual agreement.
11. The decision of Buy back of machine after the completion of contract at the quoted rate in the offer/finalized in the contract will be at the discretion of BHEL.
12. Service Engineer may be deputed along with the machine for Installation and commissioning of machine, at the earliest.
13. The quantity of copies mentioned in the price bid is only approximate and it may vary up to +/- 20% depends up on actual usage of the machine during the contract period of 16 months. Payment shall be made actual usage of copying based on counter reading.

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1. Technical Specification for 18CPM (Min) Machine:08 no's

- | | |
|-------------------------|-----------------------------------------------|
| 1) Copying Process | : Indirect Electrostatic Photographic Method. |
| 2) Type | : Desk Top |
| 3) RAM | : 512 MB. |
| 4) Paper Size | : A5-R to A3. |
| 5) Drawer | : Minimum 250 sheets (70 GSM). |
| 6) By pass | : Minimum 100 sheets (70 GSM). |
| 7) Resolution | : 2400 dpi x 600 dpi. |
| 8) Copying Speed | : A4- minimum 18 CPM. |
| 9) Multiple Copying | : Min: 1-999. |
| 10) Re Production Ratio | : 25- 200% in 1% Increment/ Decrement. |
| 11) Exposure Control | : Automatic and Manual. |
| 12) Counter | : Electronic 6 digit code. |
| 13) Password | : 01 code (Min) |
| 14) Power Supply | : 230V + or – 10%, AC, 50 HZ + or – 3% |

QUALIFICATION REQUIREMENTS (QR):

Name of work: Supply, Installation, Commissioning and Maintenance of 08 nos. of Digital Photocopier machines on rental basis for **16 months**.

S.No	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs. 4,000/- (or) MSE (Micro/small only) valid certificate with CA certificate (as per MSE Clause listed in point no.20).	DD/Ref. No. _____
2	Average annual financial turnover of the Contractor during the last 3 years ending on 31st March 2020 , should be at least Rs. 0.60 Lakhs and the bidder should submit audited balance sheet and Profit & Loss Account for the last three years (2017-18, 2018-19& 2019-20), duly certified by chartered accountant / auditor.	FY 2017-2018:	
		FY 2018-2019:	
		FY 2019-2020:	
3	Contractors having experience of successfully completed similar works (ref. Note 1 below) during the last 3 years as on 31.03.2020 should be either of <u>the following three categories</u> .		
3.a	Three similar completed works each costing not less than the amount equal to Rs. 0.80 Lakhs (excluding GST)	<u>Category no:1</u> Client : Name of work : Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:	
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:	

ENQUIRY NO:9800059E

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

3.b	<u>Category no:2</u> Two similar completed works each costing not less than the amount equal to Rs. 1.00 Lakhs (excluding GST)	Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:

OR

3.c	<u>Category no:3</u> One similar completed work costing not less than the amount equal to Rs. 1.61 Lakhs. (excluding GST)	Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work:

Note1: Similar Works' mentioned in the above **serial no.03**, **Only those bidders shall quote who have completed successfully - "Supply of Digital Photocopier Machines / Multi-Purpose options (like Xerox, Printers etc.,) or Supply & Maintenance of Digital Photocopier Machines/Multi-Purpose Options (like Xerox, Printers etc.,) on rental basis during the last seven years as on 31.01.2021".**

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

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

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

5. Offers of the Contractors/Suppliers , against whom , any unit of BHEL had initiated process for banning or already banned will summarily be rejected.

6. In case a Partner or a member having partnership or membership in more than one firm, offer from one firm only will be considered and offer from other firms will not be considered.

Details to be filled by the Bidder

1a	Name of applicant	
1b	Full address	
1c	Nationality	
1d	Email Cell Phone Fax	
2	Whether the firm is individual firm or Sole proprietorship firm or partner ship firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
3	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
4	PAN no and documentary proof (Photo copy has to be enclosed) .	
5	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
6	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act.(Photo copy is to be enclosed).	
7	Applicable GST quoted Note: Please refer clause no.28 (page no.29) of Important Note to Bidders of this Tender regarding GST.	Central tax@ _____% State tax@ _____% Integrated tax@ _____% Union territory tax@ _____%

CHECKLIST

To be filled up by the bidder by ticking the suitable boxes.

Sl. No.	Description	Yes	No
1.	Whether the bidder has understood the scope of work .		
2.	Whether the bidder has agreed to all Terms & Conditions given in the tender.		
3.	Whether the bidder has enclosed copy of the present GST registration certificates. If a vendor is exempted from the registration under Service / Sales Tax, the reason there of be stated.		
4.	Whether the vendor / Contractor are availing GST credit for their inputs.		
5.	Whether the vendor will submit GST invoice as per the existing ACT and the rules their under.		
6.	Whether the PAN Number of the bidder is furnished. If exempted from IT, the exemption certificate shall be enclosed.		
7.	Whether the bidder agrees to keep the validity of their offer for three months from the date of opening of price bid and keep the prices firm throughout the contract period.		
8.	Whether the bidder agrees for the payment terms of BHEL.		
9.	Whether the bidder has agreed to submit EMD (as per Page no.05, Sl.no.1) and has submitted the same along with technical bid. (If not enclosed, the tender will not be considered). (Note: If vendor have their valid MSE certificate(as per MSE Clause listed in point no.20), EMD need not to pay for this work. Vendor has to submit the proof for the same along with CA certificate.)		
10.	Whether the Bidder has enclosed the list of their clients with addresses & contact persons.		
11.	Whether the Bidder has enclosed the list of similar works carried out with supporting documents.		
12.	Whether the incurability / excludability of the taxes and duties in the rates offered has been clearly indicated. If the same is not done, BHEL will choose to assume the rates are inclusive only.		
13.	All payments by BHEL will be made through e-payment only. The required certificate as enclosed in the tender is submitted by the bidder with Banker's signature.		

IMPORTANT NOTE TO BIDDERS

Bidders are requested to submit their offers 'in a sealed cover' consisting of three inner sealed covers such as (1) EMD cover containing DD/ Online payment receipt (or) MSE(**Micro /small only**) copy, (2) Techno commercial Bid, (3) Price Bid cover, all super scribing the name of the work, Tender Number, Due date etc.

- 1) EMD cover shall contain requisite EMD in the form of Demand Draft (DD)/Online payment receipt/FDR. Tender without EMD/without MSME valid certificate(**as per MSME clause listed in point no.20**) will be summarily rejected. EMD in any other form will not be accepted.
- 2) Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work executed in the similar nature of work etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 3) The price bid cover shall contain price bid document (BHEL format only) duly filled in and signed by the bidder in all the pages. The bidder has to quote most competitive rates for all the items in the price bid. The completed qualification bid and price bid along with requisite **EMD of Rs. 4,000/-** for the work in the form of Demand Draft drawn from any Nationalized bank, in favor of **"BHEL, Ranipet "**payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code: 7013) / Pay online (please ref. **page no.26, sl.no.21 -Note**)/ 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) and enclose the payment details in the EMD cover and shall reach the Office of the undersigned **on or before 16.03.21 at 14.00 Hrs.**

(This earnest money deposit will be refunded to the unsuccessful Bidders after finalization of the award of work. In case of successful bidder, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with BHEL's General Conditions of Contract enclosed. No interest will be paid on the earnest money deposit. EMD by the bidder will be forfeited if i) After opening the tender / price bid the bidder revokes his tender within the validity period or increases his earlier quoted rates ii) The bidder does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of contract).

- 4) The Qualification/ Technical bid will be opened **on 16.03.2021 at 14.30 hrs onwards**. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter for attending tender opening. Late offers & incomplete offers shall become liable for rejection.
- 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 - Phone no - 04172-283043.**
- 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 lumpsum amount (excluding GST) in the Price Bid.**

- 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.
- 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 one month 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) **Proof of MSE Certificate:**

If vendor have their MSE (Micro /small only) Certificate, EMD need not to pay for this work. They have to enclose MSE Certificate along with latest CA certificate.

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 Gazettes officer.

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

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

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

Certificate by Chartered Accountant on Letter head

This is to certify that M/s.....,
(hereinafter referred to as 'Company') having its registered office at..... is registered under
MSMED Act 2006,(Entrepreneur memorandum No(Part-II))..... dt:.....
Category:.....(Micro/Small).(Copy enclosed)

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

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

(Strike off whichever is not applicable)

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

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

(Signature)

Name:

Membership number:

Seal of Chartered Accountant:

21. a) Arbitration

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

c) Risk Purchase

i) In case of any neglect or refusal on the part of the Contractor to:

- commence the Contract, or
- provide sufficient labour for the Contract or
- if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
- if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

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

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

iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by other means.

d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.

ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.

iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.

iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

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

22. 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.

23. 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.

24. 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."

25. 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.

26. 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).

27. 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.

28.Set of 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"

29. 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.

30. "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."

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

32. 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) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as taking him to ESI Dispensary for treatment must be rendered by the contractor.

33. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.

34. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.

35. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

36. If the contractor is not able to provide the Service, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.

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

38. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license.

39. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license with proper endorsement etc., and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.

40. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.

41. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.

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42. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.

43. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment there of and the rules made there under from time to time have to be followed by the contractors.

44. The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.

45. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

46. 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.

GENERAL CONDITIONS OF CONTRACT

1) DESPATCH INSTRUCTIONS:

- 1.1. This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly 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:

- a.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.
- a.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).

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a.3. IN CASE OF AN INDIVIDUAL:

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

a.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.

a.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.

a.6. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

a.7. Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

a.8. A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.

a.9. In addition to the above, the particulars required in annexure shall also be furnished.

3) EARNEST MONEY DEPOSIT (EMD) :

3.1. EMD shall be in the form of DD / Online pay receipt. Tender without EMD / Valid MSME Certificate will be summarily rejected. In cash of Demand Draft the same shall be drawn in favour of " **BHEL, Ranipet**" payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code: 7013), Ranipet -6/ 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).

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

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

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

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

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

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

3.8. Does not commence the work within the period as per LOA / Contract. In case the LOA/Contract is silent in this regard then within fifteen days after award of contract.

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

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

4) AUTHORISATION AND ATTESTATION:

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

5) VALIDITY OF OFFER:

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

6) EXECUTION OF CONTRACT:

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

7) SECURITY DEPOSIT (SD):

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

Modes of deposit:

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)

- a. 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.
- b. 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.

- c. EMD of the successful tenderer will be converted and adjusted against security deposit.
- d. EMD and security deposit shall not carry any interest.

7.1.1. Acceptance of security deposit as per clause (iv) and (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 7.1.2.** If the value of the work done at any time exceeds the accepted agreement value, the security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 7.1.3.** Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.
- 7.1.4.** If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 7.1.5.** BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

8.0 RETURN OF SECURITY DEPOSIT:

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

9.0 REJECTION OF TENDER AND OTHER CONDITIONS

- 9.1** The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 9.1.1.** To reject any or all of the bidders.
- 9.1.2.** To award the work in part.
- 9.1.3.** Either of the contingencies stated in (9.1.2) above to modify the time for completion suitably.
- 9.2.** Conditional and Un witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 9.3.** If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
- 9.4.** BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 9.5.** If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.

- 9.6. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.
- 9.7. Should a bidder or contractor or in the case of a firm or company of contractor's one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 9.8. The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 9.9. No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

10.1 DEFINITION:

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

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

10.3 "GENERAL MANAGER"

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

- 10.4 **"ENGINEER"** or **"ENGINEER IN CHARGE"** shall mean Engineer who is in-charge for the works referred.
- 10.5 **"SITE"** shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.
- 10.6 **"CONTRACTOR"** shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators and successor and permitted assignees.
- 10.7 **"CONTRACT"** or **"CONTRACT DOCUMENT"** shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.
- 10.8 **"GENERAL AND SPECIAL CONDITIONS OF CONTRACT"** shall mean the "Instructions to Bidders and General and Special Conditions of Contract" pertaining to the work for which the bidders are called for.
- 10.9 **"TENDER SPECIFICATIONS"** shall mean the "SPECIFIC CONDITIONS, Technical specifications, appendices, site information's and drawings" pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification.

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

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

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

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

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

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

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

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

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

10.19 "HEADINGS"

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

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

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

10.22 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

10.23 ISSUE OF NOTICE:

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

10.24 USE OF LAND:

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

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 Payment terms

Payment shall be made by BHEL on quarterly basis after submission of the reading reports against invoice/bill(in Triplicate) raised by the contractor and duly certified by the Engineer-in charge of planning section.

13 RIGHTS OF BHEL

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

13.1 To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHELs supervision charges and overheads from Security Deposit / other dues.

13.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHELs obligation to its customer.

13.3 To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- 1) Contractor's continued poor progress.
- 2) Withdrawal from or abandonment of the work before completion of the work.
- 3) Corrupt act of contractor.
- 4) Insolvency of the contractor.
- 5) Persistent disregards to the instructions of BHEL.
- 6) Assignment transfer, sub-letting of the contract without BHEL's permission.
- 7) Non-fulfillment of any contractual obligations.
- 8) Due to Work delay.

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- 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 Liquidated Damages/penalty:** **If the contractor delays work, Penalty/LD will impose at the rate of ½ % of the particular BOQ value per week of delay or part thereof subject to a ceiling of 10% of particular BOQ value.**
- 13.6** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
- 13.7** To affect recovery from any amount due to the contractor under this or any other 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 provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.
- 14.4** The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.
- 14.5** The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 14.6** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.

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- 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 Safety Conditions:** The contractor has to ensure using personnel protective equipment's for their employees while working inside BHEL/Ranipet.
- 14.16** 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.
- 14.17** 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.

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- 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) FORCE MAJEURE:

- 18.1** The following shall amount to FORCE MAJEURE:

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

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- 18.2** If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.
- 19) For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.**
- 20) Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.**
- 21) Note:** BHEL has now made arrangements for payment of EMD thru' Online. The steps to make online payment is detailed as below:
- 1) Visit <https://www.onlinesbi.com/prelogin/icollecthome.htm>**
 - 2) Click 'Proceed' button**
 - 3) Select 'Tamilnadu' in the drop down menu under 'State of Corporate/Institution *'**
 - 4) Select 'PSU-PUBLIC SECTOR UNDERTAKING' in the next drop down menu under " Type of Corporate/Institution"**
 - 5) Click 'Go' button**
 - 6) Select 'BHEL BAP RANIPET in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING'**
 - 7) Click 'Submit' Button**
 - 8) Select 'EMD ' in the drop down menu under ' Select Payment Category'**
 - 9) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.**
 - 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.**

GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

b. Tenders will be received up to **14.00 hrs. on 16.03.2021** in the prescribed form and will be opened on **16.03.2021 at 14.30 hrs** onwards at WCM Office Conference Hall in the presence of such of those Bidders or their agents who may choose to attend.

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

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

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

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

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

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

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

11. 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.

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

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

14. Quantities shown in the attached schedules are only approximate.

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

16. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.

17. 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.

18. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.

19. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender; Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.

20. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.

21. 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.

22. 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.

23. The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work. The Contractor shall insure all his materials, tools, tackles etc. and also for third party.

24. COMPLIANCE TO REGULATIONS AND BY-LAWS:

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

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

26. The contractor employing 20 or more workmen is required to obtain license from the Deputy Chief labour Commissioner (Central) . This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.

27. 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.

28. **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 %.
- c. 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

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.
7. Taxes:
GST is applicable at extra

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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/ liveable 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:

Sl.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)	

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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. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	<input type="text"/>
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	<input type="text"/>
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	<input type="text"/>

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 (Part –II)			
Name of the Work: Supply, Installation, Commissioning and Maintenance of 08 nos. of 18 CPM Digital Photo Copiers.			
Contract period : 16 Months.			% Weightage of each item amount w.r.to Total amount (excluding GST)
S. No	Description	Break up details	
1	Monthly fixed rent for 08 nos. of 18CPM Photo copier for Sixteen Months	08 nos. x 16 months x Per month rental charges ----->	45.1777%
2	Copy charges of 08 nos. of photo copiers of 18 CPM for (average of 3600 copies per photo copier per month)	4,60,800 copies (i.e. 08nos. x 16 months x 3600 copies) ----->	54.8223%
	Total weightage in %		100.00%
Note: Tax is applicable at extra under GST regime.			
3	LUMPSUM AMOUNT IN RUPEES FOR SIXTEEN MONTHS (Excluding GST) "ONLY" TO BE QUOTED BY THE BIDDER ----->		

(Lump sum Amount for Sixteen Months in Rupees Excluding GST in Words _____ only).

Quoted GST: _____ %

NOTE:

- Individual item rates for the above 2 schedules will be arrived based on the lump sum amount quoted by the bidder & % percentage weightage indicated against each schedule. This amount shall be rounded off to the nearest Rupee.
- Applicable/Quoted GST amount towards sl. nos. 1 to 2 will be extra & same will be taken into account while evaluating total cost to BHEL, for arriving at L1 bidder.
- Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.
- Payment shall be made for the actual quantities of work executed at the unit rate arrived as per Sl.no.1.
- Price quoted shall be Firm throughout the contract period and incase of extension period also.
- If GST is applicable, then the rate of GST shall be clearly indicated in **page no.7, sl.no.7**. The GST amount paid by the contractor shall be fully reimbursed by BHEL.
- The tender will be finalized through Envelop sealed price bid only.**
- The above amount are quoted after having fully read and understood the enquiry terms and conditions.

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