

	Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET – 632 406, INDIA	Phone No:04172-28 4975 04172-28 4839 E-mail: deepeshverma@bhel.in asvkn@bhel.in
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WORKS CONTRACT MANAGEMENT DEPARTMENT**NOTICE INVITING TENDER**

Tender Notice No	9810001E , DT: 19.04.2021
Name of work	"Supply and fixing of foundation bolts and fixing of reinforcement rods for Absorber using epoxy grout for 'Refurbishment of FGD System' at NTPC Bongaigaon 3x250MW, Kokrajhar Dist., Assam"
Type of tender	Open tender (Two-part bid).
Period of contract	9 Months from the date of commencement of work
Earnest Money Deposit (EMD) Amount	Rs.1,58,200/- (Rupees One Lakh Fifty Eight thousand and Two hundred only) (MSE Vendor also have to submit EMD amount)
Last date & Time for Receipt of the Tender	04.05.2021 at 14.00 hrs.
Date of Technical bid Opening	04.05.2021 at 14.30 hrs. on wards.
(Please obtain updated information from the BHEL 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:	Sr. Engineer / WCM DEPARTMENT ENGG. BUILDING –GROUND FLOOR (WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET, RANIPET DISTRICT TAMIL NADU– 632 406.
Venue of the Tender Opening	WCM DEPARTMENT BHEL BAP, RANIPET

Note:

- 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>
- Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept. / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs.).
- BHEL, Ranipet reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
- BHEL will finalize the contract through Reverse Auction.**
- All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > **Tender notifications > view corrigendum**) only and not in the news papers. **Bidders shall keep themselves updated with all such developments.**
- BHEL, Ranipet 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.

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

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PRE-QUALIFICATION REQUIREMENTS (QR):

Sl. NO.	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs.1,58,200/-	DD/Ref. No.
2	Eligibility	<p>Essential qualification requirement of the contractor for tender submission shall be as under:</p> <p>An average annual financial turnover of the contractor during the last 3 years ending on 31st Mar 2020 should be at least 23.74 Lakhs (excluding GST) 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.</p> <p>The contractors should have experience of successfully completed works during the last 7 years as on 'last day of the previous month (i.e. till 31st March 2021)' should be any of the following three categories:</p> <p>a) Three similar completed works each costing not less than the amount equal to 31.65 Lakhs (excluding GST).</p> <p>(or)</p> <p>b) Two similar completed works each costing not less than the amount equal to 39.57 Lakhs (excluding GST).</p> <p>(or)</p> <p>c) One similar completed works costing not less than the amount equal to Rs 63.30 Lakhs (excluding GST).</p> <p>Similar completed works means 'supply and installation/embedding/anchoring of reinforcement rods or foundation bolts (size minimum 16mm diameter) by drilling hole in existing concrete & grouting of the bolts/rods using epoxy grout for any power plant or industrial structures/buildings. If the said activity is part of total scope of a contract, the value of the work for supply and installation of bolts/rods as specified for this tender shall be used for evaluation'</p> <p>Proof of documents for the contract executed on their name shall be attached.</p>	
3	Document "Copies" to be submitted with tender.	<p>a) LOA's of the works completed / being executed (Drilling and anchoring the Reinforcement rods or foundation bolts (size minimum 16mm diameter).</p> <p>b) Work Completion certificates for the LOA's referred.</p> <p>c) Income Tax return filed for last 3 years (i.e. for FYs 2017-18, 2018-19 & 2019-20).</p> <p>d) Certified Balance sheet and P/L account statement by the CA/ Auditor , for the last 3 years (i.e. FYs 2017-18, 2018-19 & 2019-20).</p> <p>e) Methodology of fixing the bolt/reinforcement rods along with calculation (if any) shall be provided</p>	
<p>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.</p> <p>Note: 1. The bidder shall furnish, along with the offer, the details of the materials and methods proposed to be used for carrying out the scope of work.</p> <p>2. 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.</p> <p>3. Vendor shall visit the site before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works.</p> <p>4. BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.</p> <p>5. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.</p> <p>6. Offers of the Contractors / Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected.</p>			

SCOPE OF WORK

1. Supply of Foundation bolts (8.8 Grade steel Diameter M27 850 Long), Nuts and Washers and installation/embedding /anchoring of bolts by drilling hole in existing concrete & grouting of Anchor bolt using epoxy grout (HILTI RE500 or equivalent). This will be inclusive of all material and labour.
2. Drilling and anchoring the reinforcement rods (10mm diameter) in existing concrete for the new RCC portion using epoxy grout (HILTI RE500 or equivalent). This will be inclusive of all material and labor except the supply of the reinforcement rods which is in BHEL, PSER scope.

Technical Specification for scope of work

1. The work shall be done as per relevant latest IS/International Codes or Technical Specification by BHEL/Customer.
The scope of this contract is applicable for 3 units of NTPC Bongaigaon FGD Absorbers and any other requirement for FGD plant.
The BoQ provided is for the total requirement of the all 3 units.
The BoQ quantity provided is based on estimate and may undergo minor changes during contract (+/- 15%).
2. The following is included in the scope of bidder and shall include the rates quoted for the items in the BoQ.
A) Cleaning of existing RCC top, if required by Vendor to carry-out the said work.
B) Identifying the existing reinforcement rod location using special tools like X-ray, EM pulse etc. and marking the same using paint.
C) Drilling the bolt holes for columns as per BHEL drawing using suitable drilling machine without tampering reinforcement. Vendor to intimate the final location of hole without interfering the reinforcement rod.
D) cleaning of pocket holes before grouting.
E) Supply of the special epoxy/chemical grout and injecting into the drilled hole and embedding the foundation bolt into the drilled hole.
F) Drilling and anchoring the reinforcement rods in existing concrete for the new RCC portion (150 thk) as per BHEL drawing adopting the method mentioned above (Sl. No. A to E)
All machinery, equipment, tools and material (except mentioned in exceptions) for the above shall be in scope of bidder/contractor.
3. The foundation bolt and epoxy grout shall conform to the following.
i. Foundation bolts shall conform to IS: 3757 or equivalent international standard. The double nuts and washers shall be compatible to the bolts and shall conform to relevant IS codes or international standards.
ii. Epoxy grout (HILTI RE500 or equivalent) shall be of proven brand and shall guarantee return period (service life) of 50 years after installation/application.
iii. The foundation bolt or epoxy grout shall withstand following service loads
a) 18MT axial force and 8MT shear load acting simultaneously.
Suitable design margin as per relevant code shall be considered for design of the grout and application methodology.
4. The methodology of fixing the bolt/reinforcement rods along with calculation (if any) shall be provided along with the offer.
5. Information: Pilecap for Circular type of absorber was already constructed at the site. Later, as part of technology amendment, Rectangular type(DCFS) Absorber is being planned to install on the same foundations.
The foundation bolts and reinforcement rods are to be embedded onto the existing concrete.
6. **The lodging and boarding of workmen under the contractor shall be arranged by the contractor.
The water and electricity for carrying out the work shall be arranged by the contractor.**

7. Exclusions:

The following are excluded from scope of the bidder/contractor.

- a. Base plate and absorber columns/structures above bottom of base plate level.
- b. Supply of reinforcement rods.
- c. Concrete works.

8. Contract Period:

i. The period for this contract will be 9 Months from the date stipulated in the conditions of contract.

However, contractor shall complete the scope of work in the shortest duration possible and shall be based on below criteria after getting the clearance from BHEL/Customer.

- a) within 2 months for all 3 units if the 'clearance or work front' available for all 3 units at a time.
- b) within 30days for each unit if the 'clearance or work front' is provided for each units separately.

iii. The Work may have to be carried out in phased manner based on site requirements without any financial impact to BHEL i.e. Work in Unit#1(or part thereof) has to be carried out by the contractor initially, then take up work in Unit#2, then Unit#3.

9. Testing and test reports:

- a. The successful bidder(contractor) shall furnish test reports from renowned/recognized laboratory before commencement of work.
 - i. The testing report of the materials (bolt, grout etc.) as per relevant Indian Standard or International standards
 - ii. Pull out test conducted on two test pieces with loads specified in the standards (or 1.5 times of service loads, whichever is maximum) for bolt and reinforcement rods. BHEL will witness the testing, hence Vendor to inform BHEL in advance regarding the date and time of the testing
- b. The successful bidder (contractor) shall conduct the pull out test (one sample each at a location specified by Engineer) of foundation, bolt and reinforcement rods for service load at site and results shall be satisfactory for commencing the work.

The above testing requirements are part of contract and the rates of BoQ schedule/items shall be inclusive of all the above requirements.

10. Bill of Quantity

SL. NO.	BOQ DESCRIPTION	QUANTITY	UNIT	Remarks
1	Supply, installation/embedding/anchoring of foundation bolts (including double nuts, washer) for Absorber foundation. M27 Gr8.8 bolts 850 Long (embedment depth is minimum 600mm). This bolts shall be embedded using epoxy grout(HILTI RE500 or equivalent) as per specification.(the rate is applicable per foundation bolt)	744	EACH	The bidder shall furnish, along with the offer, the details of the materials and methods proposed to be used for carrying out the scope of work.
2	Drilling and anchoring the reinforcement rods (10mm diameter) in the existing concrete for the new RCC portion as per specification. (the rate is applicable per each leg of reinforcement embedded. Supply of Reinforcement rods are not in bidder's scope)	2300	EACH	

DETAILS TO BE FILLED BY THE BIDDER

Sl. no.	Description	To be filled by Tenderer
1.	Name of the Tenderer	
2.	Address for Communication	
3.	Telephone Mobile No Mail Id.	
4.	For MSE Vendor: MSE certificate along with chartered accountant certificate for the relevant financial year (latest audited)	
5.	Details of experience in Similar Work	Enclosed / Not Enclosed
6.	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
7.	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.	
8.	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
9.	Permanent Account Number (PAN) Details (Photo copy has to be enclosed)	
10.	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed	
11.	Copies of Audited Balance Sheet and Profit & Loss Account for "3" years (2017-18, 2018-19 & 2019-20) duly certified by Chartered Accountant/Auditor.	
12.	Income Tax returns filed acknowledgement for last 3 years (i.e. FYs 2017-18, 2018-19 & 2019-20), are to be enclosed.	
13.	Applicable GST quoted	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%

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GENERAL INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the above work are invited from Contractors having sufficient experience. Tenders must be addressed to the Sr. Engineer/WCM after duly filling up of the annexure enclosed with required documents in a sealed cover by super scribing the tender enquiry number on the cover.
2. Sealed tenders will be received by the Sr. Engineer /WCM, M/s Bharat Heavy Electricals Ltd. Ranipet-6 up to **14:00 Hrs. on 04.05.2021** in the prescribed form. Techno commercial bid only will be opened on **04.05.2021 at 14:30 Hrs.** in the presence of such of those tenderers or their agents who may choose to attend, with an authorization letter. As on line entry pass is in vogue at BHEL's Security office, vendor shall reach the venue with offers in advance so that any unexpected event/delay can be avoided. BHEL will not take any responsibility on this account.
3. For getting entry pass the vendor shall contact in advance over phone (04172-284975, 04172-284839, 04172-241412)
4. **IMPORTANT NOTE**
The tender shall be submitted as three parts put in 3 separate covers, each cover shall be super scribed with the tender No., due date and the name of the work.
 - **Cover-1** shall contain the EMD alone.
 - **Cover-2** shall contain the technical bid (Page 1 to 27)
 - **Cover-3** shall contain only the price bid, Separate price bid as per schedule. (Page 28)All the three covers shall be put in one single cover and super scribed with the tender number, due date and name of the work.
5. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
6. Belated/late offers and incomplete offers shall become liable for rejection.
7. At the time of tender opening,
 - covers containing EMD alone shall be opened first.
 - Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next.
 - Price bids will be opened at a later date after evaluation of suitability of technical bids and the date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
8. All entries in the tender documents should be in the same ink. Erasures and over-writings are not permitted. The tenderers concerned should duly sign in all correspondences and insertions of the tender documents (sign each and every page of the tender documents).
9. Tenderers should fill their rates clearly without any ambiguity in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with other documents demanded in the tender.
10. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
11. Tenders not submitted on the prescribed forms will be rejected.
12. BHEL will not be responsible for any loss / delay of documents sent by post / Courier.
13. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
14. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender Documents. The bidder may have to produce original documents for verification, if so desired by BHEL.

15. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
16. Every tender must be submitted with the requisite EMD amount (by way of CROSSED demand draft drawn in favour of, "M/s Bharat Heavy Electricals Ltd, Ranipet", payable at State Bank of India, BHEL Project Branch (7013), M R Puram, Ranipet 632 406, TAMIL NADU.
17. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, BHEL has now made arrangements for payment of EMD thru' Online. The steps to make online payment is detailed as below:
- (i) Visit
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
 - (ii) Click 'Proceed' button
 - (iii) Select '**Tamilnadu**' in the drop down menu under 'State of Corporate/Institution *'
 - (iv) Select '**PSU-PUBLIC SECTOR UNDERTAKING**' in the next drop down menu under "Type of Corporate/Institution"
 - (v) Click 'Go' button
 - (vi) Select '**BHEL BAP RANIPET**' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
 - (vii) Click 'Submit' Button
 - (viii) Select '**EMD**' in the drop down menu under 'Select Payment Category'
 - (ix) 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.
 - (x) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under e- procurement mode.

The above facility is in addition to the existing method of remitting by DD.

No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL. 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."

Note: MSE Vendors also have to submit EMD Amount to participate in this tender.

18. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either MSE certificate along with CA certificate for the relevant financial year (latest audited) or 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 Gazette officer.
- 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 MSE certificate along with CA for the relevant financial year (latest audited)
 - 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) 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..... 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

Signature of the Tenderer with seal

(Authorized Signatory)

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

- 19.The earnest money deposited by the successful tenderer will be retained by BHEL towards Security Deposit for the due fulfillment of the contract as per tender conditions.
- 20.EMD given by all unsuccessful tenderers shall be refunded normally within 15 (Fifteen) days of acceptance of award of work by the successful tenderer.
- 21.EMD by the tenderer will be forfeited if
- (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
 - (ii) The tenderer 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.
- 22.If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, the EMD amount will be forfeited by BHEL RANIPET and acceptance of his tender will be withdrawn.
M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received
or
accept any tender or part thereof without assigning any reason therefore.
- 23.Tenders submitted by post should sent through “REGISTERED POST-ACKNOWLEDGEMENT DUE” or Speed Post or Courier. These should be posted with due allowance for any delay in postal delivery. The tenders received after the due time & date specified for receipt will be treated as late tenders and will be rejected.
- 24.Unless the Contractor whose tender is accepted, signs the contract agreement within seven 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 withdrawn.
- 25.Before submitting the quotation, the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
- 26.Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
- 27.The contractor’s responsibility under this contract shall commence from the date of issue of LOI / WORK ORDER by BHEL.
- 28.(i)Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders 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 cancelled.
(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.
- 29.In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
- 30.BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf 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 contractor concerned.
- 31.If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
- 32.Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.
- 33.The expenses for completing and stamping the agreement shall be to the contractor’s account and to be carried out immediately as demanded by BHEL.

- 34.The general and special conditions of contract are complementary to each other and where there is a 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.
- 35.Tenderers shall not increase their quoted rates at any point of time.
- 36.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.
- 37.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.
- 38.The tenderer should be present if called for clarifications/negotiation. In case, the tenderer’s authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
- 39.In case the addressee is not interested in submitting quotation, the addressee should return all the tender papers with a covering letter stating that he is not interested in this tender.
- 40.The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
- 41.Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.
- 42.To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
- 43.In case negotiation is found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
- 44.BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 45.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.”
- 46.If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
- 47.Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.
- 48.In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
- 49.BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
- 50.The Successful Tenderer shall agree to the following conditions:
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. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

51. 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.

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.

52. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)

1. DEFINITION: -

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by concerned user department to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of Officer deputed by concerned user department for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/WCM & Shipping authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

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

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

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

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

6. **PLANT AND EQUIPMENT:** - The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. **ASSIGNMENT OF TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
8. **SUB-CONTRACT:** - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:** - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
10. **SECURITY DEPOSIT:**

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

Modes of deposit:

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

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

12. 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.
13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
14. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
15. **ORDERS UNDER THE CONTRACT:** - All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
16. **CONTRACTOR'S SUPERVISION:** - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/WCM to act on his behalf. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICER-INCHARGE, to receive instructions.
17. The AGM/WCM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
18. **LABOUR:** - The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
19. **PRECAUTIONS AGAINST RISK:** - The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
20. **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:** -
The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
21. **LAWS GOVERNING THE CONTRACT:** - The contract shall be governed by the Indian Laws for time being in force.

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

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

OR

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

OR

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

23. **RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017:**

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

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

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

If the Contractor,

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

OR

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

OR

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

d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of concern department, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess

amount ordered by concerned user department or the same shall be recovered from the Contractor by other means.

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

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

If the Contractor:

- a) Makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL.

If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

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

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

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

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

- 28. SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the Officer deputed by concerned user department, separately details of his

claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

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

29. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by authorized officials of concern department.
30. **LD/Penalty clause:** 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.
31. **RECOVERY FROM CONTRACTOR:** - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his **Security Deposit** or he shall pay the claim on demand.
32. **POST TECHNICAL AUDIT OF WORK AND BILLS:** - BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.
33. **REFUND OF SECURITY DEPOSIT:** - The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
34. **FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.
35. **ARBITRATION:** - All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. 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. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

36. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
37. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.
38. **SIGNING OF CONTRACT:** - Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.
39. 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.
40. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
41. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
42. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
43. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
44. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
45. Without prejudice to the above, the 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) 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.
46. Terms not forming a part of the Contract but of the Tender shall deemed to be incorporated into the Contract.
47. 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.

SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS

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 as 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's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

SPECIAL CONDITIONS OF CONTRACT

1. The contractor should carry out the work at the place identified by the authority concerned.
2. BHEL reserves the right to increase or decrease the tendered quantity.
3. **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only. Clarification if any can be obtained from the undersigned before submitting the offer.**
4. This work shall be in force for Nine (09) Months from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.
5. Rates quoted shall include all applicable terminal taxes available under the state and central government rules, except GST (will be reimbursed by BHEL). Bharat heavy Electricals Limited (BHEL) will not entertain any claim whatsoever in this respect. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc., for the labour & staff deployed in the work.
6. 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.
7. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
8. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.
9. 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.
10. **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.
11. **Payment Terms:** Monthly post payment shall be paid through NEFT / RTGS payment within a reasonable time to the contractor after duly submitting Tax invoice in triplicate and necessary statutory documents (PF, ESI) by the contractor and certification from concerned Engineer In-charge.
12. Bills as per statute shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the quantity of work completed, payment will be made to MSE vendors within 45 days and other vendors within 90 days or as per BHEL norms from time to time. Payment will be made through e mode for which the contractor has to agree and submit the required information. No advance in any form is payable by BHEL.
13. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
14. The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, Insurance cover for their employees etc.
15. 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.
16. 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.

17. Taxes and Duties- Incl GST clauses to be applicable for the tender:

- i. The bidder shall arrange to send to BHEL, Ranipet along with all the required documents as in contract, Tax Invoice (Original for Recipient) along with his bills.
 - ii. IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % .
 - iii. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
 - iv. Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.
The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less.
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 levied/ leviable on BHEL.
 - v. Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.
 - vi. In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
 - vii. The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.
 - viii. 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 levied/leviable on BHEL.
 - ix. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
 - x. 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).
 - xi. The Prices quoted above must be inclusive of all and **exclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
 - xii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
18. "BHEL does not guarantee ordering of any minimum quantity on any contractor,"

19. Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encase any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defense to the other said entity for enforcement of such a right that:
- (a) both entities are legally distinct/ separate entities,
- or
- (b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/member of the other said entity.
20. The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor.
21. In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL.
22. BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained.
23. Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises.
24. The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL.
25. "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites.
- c) Compensation in respect of each of the victims:
- i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs.10,00,000/- (Rs. Ten lakh)
- ii) In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven lakh).

26. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923." The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
27. The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.
28. 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.
29. **Suspension of Business dealings with Suppliers:**

Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender.

Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

30. **Treatment of Banned / Under-performing Vendors:**

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender.

If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

31. **Fraud Prevention Policy:**

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

32. **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."

33. Reverse Auction:

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

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

34. Set off Clause:

"BHEL shall have the right to recover any money which in the sole opinion of 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. "

35. 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.

36. 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.

37. **Offers of the contractors/ suppliers, against whom, any unit of BHEL had initiated process for "Suspension of business dealings" or already done will be summarily be rejected.**

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever.

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

**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 (ANNEXURE)
(To be kept in a separate envelop cover)

SL. NO.	BOQ DESCRIPTION	QUANTITY	UNIT	%Weightage of each item w.r.t. total amount
1	Supply, installation/embedding/anchoring of foundation bolts (including double nuts, washer) for Absorber foundation. M27 Gr 8.8 bolts 850 Long (embedment depth is minimum 600mm). This bolts shall be embedded using epoxy grout (HILTI RE500 or equivalent) as per specification. (the rate is applicable per foundation bolt)	744	EACH	96.28%
2	Drilling and anchoring the reinforcement rods (10mm diameter) in existing concrete for the new RCC portion as per specification. (the rate is applicable per each leg of reinforcement embedded. Supply of Reinforcement rods are not in bidder's scope)	2300	EACH	3.72%
3	TOTAL weightage			100.00%
4	Total Lumpsum Amount in Rs. Excluding GST to be quoted by the bidder ----->			Rs.
	(Total Lumpsum Amount in Rs. (excluding GST) in words: _____ only)			

Quoted GST %: _____ %

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.

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