



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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TENDER NO: 9860062E

dt.28-02-2017

Notice Inviting Tender for loading of Boiler Components into Trailer/Lorry and transportation and unloading from Trailer/Lorry using suitable capacity mobile crane from OUTER YARD of North Karanpura project site, Jharkhand state to INSIDE the project site of North Karanpura project site, Jharkhand state. (Maximum distance from Outer yard to INSIDE project site would be 5 KM (Appx.))

Site address:

NTPC NORTH KARANPURA 3 x 660MW SUPER THERMAL PROJECT NORTH KARANPURA, POST OFFICE- TANDWA, DISTRICT: CHATRA, JHARKHAND - 825321

1. Tender No : 9860062E Dt.28-02-2017
2. Last Date/Time for receipt of tender : **14:00 hrs. on 16-03-2017**
3. Date/Time for opening of Technical Bid : **14:30 hrs. on 16-03-2017**
4. Nature of work : As per the Annexure-1
5. Earnest Money Deposit (EMD) : Rs.42,000/-
6. Contract period : Three months
7. SPECIAL INSTRUCTIONS:
 - (a) This Tender includes Annexures (I) Detailed Scope of Work, (II) Special Terms & Conditions, (III) –General Terms and Conditions of contract, (IV)- Safety conditions,(V)- Techno Commercial Bid and (VI)- WORK / RATE SCHEDULE - Price bid , which are enclosed herewith.
 - (b) Tenderer should furnish the RATE in the enclosed tender “WORK / RATE SCHEDULE” in Annexure VI - Price Bid
 - (c) The above documents should be duly filled & signed with company seal in all pages by the tenderer and submitted in full as token of their acceptance of the same
 - (d) The above documents as given in 6(a) – Annexures I to V shall be placed in a sealed cover duly superscribing the Tender number and “TECHNO COMMERCIAL BID” on the cover.
 - (e) Price bid as per Annexure VI duly filled and signed by the authorized signatory shall be placed in a separate sealed cover duly superscribing the Tender number and “PRICE BID” on the cover.

- (f) Both the “TECHNO COMMERCIAL BID” cover and “ PRICE BID” cover shall be placed in another sealed cover superscribing Tender No., Due date and submitted on or before 14:00 hrs on 16-03-2017. Tenders submitted beyond the due date and time will not be considered.
- (g) At the time of opening of Technical Bid, the Bidder’s representative should produce the authorization issued by authorized signatory of the tenderer.
- (h) BHEL reserves the right to cancel the tender without assigning any reason and further communication. For all reference please refer to the web www.bhel.com

This is only a request for an Offer and not a Contract.

Thanking you,

For BHEL BAP Ranipet,

SR.MANAGER / WCM

The tender shall be addressed to the following address

SENIOR MANAGER
WCM DEPARTMENT
BHEL BAP RANIPET
VELLORE DISTRICT
TAMILNADU 632 406
Cell NO.9442541632

ANNEXURE-I

TENDER NO: 9860062E dt 28-02-2017

DETAILED SCOPE OF WORK

1) Detailed scope of activity to be performed by the Contractor for the completion of the subject contract

1.1) *Loading of Boiler Auxiliary components (quantity:appx.4000 MT) into Trailer/Lorry using suitable capacity mobile crane from North karanpura outer yard , transportation and unloading from Trailer/Lorry stacking (if required), as directed by BHEL Officials inside North Karanpua project site.*

1.2) *Site address: NTPC NORTH KARANPURA 3 x 660MW SUPER THERMAL PROJECT storage yard , NTPC,NORTH KARANPURA, POST OFFICE- TANDWA, DISTRICT: CHATRA, JHARKHAND - 825321*

1.3)*Line up the vehicles at Right Place at site as directed by BHEL Site officials or their authorized representatives, shall be carried out. Unloading of materials shall be done only at the space identified by the BHEL Site officials or their authorized representatives.*

1.4)*Getting site acknowledgement of material receipt against each LR/GC Note*

(b) Adequate number of Vehicles / Handling equipments

It is the responsibility of the Contractor to deploy suitable capacity and adequate number of cranes to lift a weight of up to 16 MT of single consignment and adequate number of 40 feet trailers along with suitable number of crew members to cater to the tonnage received.

Single consignment weight will be approximately varied from 250 kgs to 29 MT.

QUALIFYING REQUIREMENT

- 1) The tenderer should have experience not less than one year in similar work. Similar work means handling of steel structures. Copy of completed work document to be enclosed.
- 2) Annual turn over should be not less than Rs.7 lakhs.

Those who are not meeting the above qualifying requirement will be rejected.

In addition they have to furnish the following documents.

Last three year balance sheet and Profit & Loss Account, IT return

ANNEXURE-II

TENDER NO: 9860062E dt.28-02-2017

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

Detailed scope of work is given in Annexure-I enclosed.

2. RATE BASIS

The Rate quoted shall be FIRM throughout the currency of the contract

2.1 The rate quoted should be inclusive of all taxes and duties except Service Tax levied / to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor. Service Tax will be paid as extra(ref cl 2.3 below)

2.2 The applicable Service Tax (ST) for WORK / RATE SCHEDULE SL.NO. 1 has to be paid by the Contractor to the Service Tax Authorities. BHEL will reimburse this ST amount to the Contractor based on Invoice along with proof of payment of Service Tax.

2.3 In respect of WORK / RATE SCHEDULE SL.NO.2 for transportation, BHEL will pay the applicable service tax for Goods Transport Agency on 30% of the freight charges to the Government as Receiver of Service under Reverse Charge Mechanism of Service Tax Rules. For this purpose, the Transport Contractor has to give a confirmation that they have not availed any CENVAT credit of Excise duty and Service Tax on Inputs and Capital Goods. In view of the above, the Contractor is not liable for Service Tax for WORK / RATE SCHEDULE SL.NO.2. As such, BHEL will not reimburse any service Tax for WORK / RATE SCHEDULE SL.NO.2. under any circumstances.

3 EVALUATION OF BIDS

3.1 Considering the scope of work BHEL will award the **entire scope of work to a Single Party.**

3.2 The price bids submitted by the tenderers will be evaluated for the total scope of work as given in Annexure-I based on the overall lowest offer of Sl.No.1 & 2 of Annexure-VI.

3.3 In view of the above, Bidders are advised to quote competitive rates for all the items of work.

3.4 The tenderer has to quote the lumpsum price for the entire contract scope and not the individual rate. Individual rate for each schedule will be arrived based on the lumpsum amount quoted by the bidder and % allocation indicated against each schedule. This amount will be rounded off to the nearest rupee.

3.5 Applicable/Quoted Service tax amount will be extra & same will be taken into account while evaluating total cost to BHEL, for arriving at L1 bidder.

3.6 Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.

4. NEGOTIATION

Contract will not be awarded to the L1 Bidder unless the L1 price is acceptable to BHEL. BHEL need not accept the L1 price and may reject the same at its own discretion. BHEL reserves the right to reject any offer without assigning any reason. BHEL reserves the right to negotiate with the L1 Bidder if required.

5. TYPE OF VEHICLE

Materials shall be transported by engaging suitable vehicles like trailers/Lorry with Suitable Capacity Prime Movers or as per motor vehicles act duly meeting the tender scope.

6. QUANTUM OF WORK

The Quantum of Work indicated in the Contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.

7. BILLS & PAYMENT

Bills will be submitted immediately after delivery with proper acknowledgements / certification from the site office as per clause 6.1 and there should not be delay for more than one month. However, BHEL will not honor such claims after a period of three months on expiry of the contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of AGM, SHIPPING DEPT of BHEL.

All payments to be made to the transporter shall be through Electronic Fund Transfer system to the respective transporters' bank account within a reasonable time, say one month, after receipt of the clear bill along with consignee's acknowledgement and required documents with authorization from agencies concerned as per existing procedure / practice. The Bidder has to submit EFT Form enclosed herewith duly filled in, signed by authorized signatory of the Bidder and certified by Bankers with seal.(page 24)

8. INCOME TAX DEDUCTION AT SOURCE:

10.1 Applicable income tax under Sec.194 of the I T Act will be deducted. BHEL will issue necessary TDS Certificate as per the Provisions of IT Act.

9. INSURANCE COVERAGE AND CLAIM

9.1 Any accident at any point shall be reported to AGM, SHIPPING DEPT. of concerned BHEL Unit in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

9.2 The contractor after delivery of the consignment shall inform AGM, SHIPPING DEPT of concerned BHEL unit, remark if any is made by the Consignee while delivering the consignment with ref. to damage or loss- total or partial.

Further, any accident that occurs in transit shall also be brought to the notice of Consignor or consignee and/ or AGM, SHIPPING DEPT. of concerned BHEL unit as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or AGM/SHIPPING of concerned BHEL unit shall be informed in writing through Mail, Fax or Letter immediately

within 24 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation not obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the contract as deemed fit.

10. VEHICLE, CREW, MAINTANENCE AND STATUTORY REQUIREMENTS.

The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card(whenever applicable) etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The transporters shall also appoint and provide at their own cost for each vehicle a driver, assistant and other company staff as may be necessary at loading and unloading points. If demanded by BHEL Officials, the original RC Book and Driving License etc. shall be produced for verification.

11. HIRING OF VEHICLES

BHEL prefer all consignment to be carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure, that the Transport Carrier is a reputed one, with well-maintained vehicles and valid permits. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL Consignments without prejudice or any other rights or remedy to proceed against the Contractor.

12. WEIGHT OF THE CONSIGNMENTS

In regard to the weight of the consignment booked, especially in case of outward despatches, the BHEL design weight / invoiced weight as per excise invoices will be the authorized weight for freight billing.

13. Safety requirements: sufficient safety precautions to be followed. The prospective tenderers shall be aware of all site conditions to enable them to quote appropriately.

14. THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT ARE COMPLEMENTARY TO EACH OTHER AND WHERE THEY ARE IN CONFLICT THE SPECIAL CONDITIONS SHALL PREVAIL AND BHEL DECISION WILL BE BINDING AND VALID.

ANNEXURE-III

TENDER NO: 9860062E dt.28-02-2017

GENERAL TERMS & CONDITIONS OF CONTRACT

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:-
 - 1.1 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.
 - 1.2 The "work" means, the scope of 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.
 - 1.3 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.
 - 1.4 "The Officer-In charge" means, the Officer deputed by the AGM/WCM DEPT. BHEL/RANIPET, to supervise the work or part of the work.
 - 1.5 "Approved" and "Directed" means, the approval or direction of AGM/WCM DEPT. BHEL/RANIPET, or person authorised by him for the particular purposes.
 - 1.6 "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 authorized to invite tenders and enter into contract for works on behalf of the Company.
 - 1.7 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.
 - 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - 1.9 A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
 - 1.10 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 recognised 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 safe and effective 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 DEPT. BHEL/RANIPET. 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. **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.
6. **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.

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

7. **COMPLIANCE TO REGULATIONS AND BY-LAWS: -** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
8. **SECURITY DEPOSIT:-**

- 8.1 Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

5% OF THE CONTRACT VALUE

The Security Deposit shall be collected before start of the Work by the contractor.

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

- 8.2.1 Cash (as permissible under the Income Tax Act)
- 8.2.2 Pay Order, Demand Draft in favour of BHEL.
- 8.2.3 Local cheques of scheduled banks, subject to realization.
- 8.2.4 Securities available from Post Offices such as National Savings Certificates, KisanVikasPatras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 8.2.5 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 8.2.6 Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- 8.2.7 Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- 8.2.8 The security deposit shall not carry any interest.

- 8.3 Note: Acceptance of Security Deposit against Sl.No.(9.2.4) and (9.2.6) above will be subject to Hypothecation or endorsement on the documents in favour 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.

- 8.4 The Earnest Money if any paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.
- 8.5 Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits/EMD. 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.
- 8.6 All compensation, if any 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.

9. REFUND OF SECURITY DEPOSIT

The Security Deposit mentioned 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".

10. 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.

11. CONTRACTOR'S SUPERVISION

- 11.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent person /agent acceptable to the AGM, SHIPPING DEPT. BHEL/RANIPET, or other nominated officials to act in his stead.
- 11.2 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.
- 11.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM, SHIPPING DEPT. BHEL/RANIPET or the OFFICER-INCHARGE, to receive instructions.

- 11.4 The AGM/WCM DEPT. BHEL/RANIPET, 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.

12. 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, PF &ESI subscription for the employees thereunder from time to time.

13. 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.

14. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN

In case of any 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 DEPT. BHEL/RANIPET, 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.

15. LAWS GOVERNING THE CONTRACT

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

16. 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:-

- 16.1 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
- 16.2 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
- 16.3 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.

17. 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,

- 17.1 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
- 17.2 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
- 17.3 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
- 17.4 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.
- 17.5 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 AGM/WCM DEPT. BHEL/RANIPET 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 DEPT. BHEL/RANIPET, or the same shall be recovered from the Contractor by other means.
- 17.6 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM DEPT BHEL/RANIPET, whose decision shall be final and conclusive.

18. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- 18.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM DEPT BHEL/RANIPET, or his authorised representative ;
- 18.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- 18.3 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 DEPT. BHEL/RANIPET, 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 DEPT. BHEL/RANIPET 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 DEPT BHEL/RANIPET, whose decision shall be final and conclusive.

19. 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.

20. 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 DEPT BHEL/RANIPET, 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.

21. SUBMISSION OF BILLS BY CONTRACTOR:

The Contractor at the end of unloading of each rake, inter carting shall submit a bill in triplicate detailing the various items of work done supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the AGM/WCM DEPT. of concerned BHEL unit separately with details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- 21.1 Deviation from the items provided in the contract documents.
- 21.2 Extra items / new items of work.
- 21.3 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 upto and including the period under report.
- 21.4 After completion of the work ref under Annexure VI sl no 4 on bill to be submitted within a week time with the approval of Authorized Officer in charge of BHEL.

22. 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.

23. 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.

24. 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 therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM DEPT BHEL/RANIPET subject to prompt notification by the contractor.

25. 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 DEPT. BHEL/RANIPET, or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

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.

26. 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.

27. STATUTORY REQUIREMENTS:

- 27.1 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.
- 27.2 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.
- 27.3 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 27.4 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

28. REGISTERS & RECORDS

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

29. MOTOR VEHICLE ACT

The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

30. REMOTE TRANSACTIONS

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

31. CHANGE IN CONSTITUTION OF FIRM

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

32. LIEN OF CONSIGNMENTS

The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

33. Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

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.

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

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

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

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

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 9ii) 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:

- 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
- 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

ANNEXURE-IV

TENDER NO: 9860062E dt.28-02-2017

SAFETY CONDITIONS

1 CRANES

1.1 General

1.1.1 Crane using for handling of materials should have proper registration documents (RC book, Insurance copy, Road Tax submission certificate, Load Lifting certificate etc.) and must be produced on demand by Loading Point & Unloading Point.

1.1.2 The lights on right side (i.e.) over driver's cabin should be in working condition.

1.1.3 Both the head lights as well as park lamps must be in working condition.

1.2 Handling of Cranes inside Railway Siding & Site

1.2.1 The crane should not travel at more than 10 kmph in the unloaded condition and 3 kmph in the loaded condition, inside site or railway siding.

1.2.2 The driver of the crane must possess heavy duty license and produce on demand by the security staff.

1.2.3 Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and crane should proceed cautiously.

1.2.4 The crane should not be parked in the road in such a way to cause obstruction to vehicular traffic.

1.2.5 No persons other than driver should be allowed to sit or stand on the driver seat in the cabin of crane.

1.2.6 There must be a safe distance behind another moving truck.

1.2.7 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

1.2.8 The movement of crane shall be subject to safety rules and regulations of if any as the materials are to be moved out from Bhurkunda(BHKD) .

1.2.9 All Gate entries as per the norms of Bhurkunda(BHKD) to be carried out.

2 VEHICLES

2.1 General

2.1.1 Vehicles carrying materials should have proper registration documents and must be produced on demand by Loading Point & Unloading Point.

2.1.2 The lights on right side (i.e.) over driver's cabin should be in working condition.

2.1.3 Both the head lights as well as park lamps must be in working condition.

2.2 Handling of Vehicles inside Railway Siding & Site

- 2.2.1 The vehicle should not travel at more than 20 kmph inside site or railway siding.
- 2.2.2 The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- 2.2.3 Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- 2.2.4 The driving should be kept in the left at all places.
- 2.2.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- 2.2.6 No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
- 2.2.7 The vehicle should pass only through approved routes. Short cuts are forbidden.
- 2.2.8 There must be a safe distance behind another moving truck.
- 2.2.9 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.
- 2.2.10 The movement of crane shall be subject to safety rules and regulations of NORTH KARANPURA
- 2.2.11 All Gate entries as per the norms of NORTH KARANPURA PROJECT SITE , to be carried out
- 2.2.12 Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
- 2.2.13 Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- 2.2.14 The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
- 2.2.15 The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
- 2.2.16 The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
- 2.2.17 There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
- 2.2.18 There must be minimum two fastening and it should be more in case of lengthier loads.
- 2.2.19 The loose pieces should be bundled before loading on the truck.
- 2.2.20 There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- 2.2.21 The materials should not be stacked too high to avoid hitting against live electric lines.
- 2.2.22 While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.

2.2.23 While loading/unloading proper slinging practice should be followed.

2.2.24 When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction(RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non acceptance to participate in RA may result in non consideration of their bids incase BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL

ANNEXURE-V

TENDER NO: 9860062E dt.28-02-2017

TECHNO-COMMERCIAL BID

The following information is required for communication for Tender finalization

SL No	Description	Details
1	Name of the Transport Carrier	
2	Address for Correspondence	
3	Tele Phones	
3.1	Landline	Office (i)
		(ii)
3.2	Cell Phone	Residence (i)
		(ii)
4	Fax Number	(i)
		(ii)
5	E-mail ID	(i)
		(ii)
6	Service Tax Registration Documents	() Registered and copy enclosed Code No. - _____ () Not Registered
7	Contract experience documents if any	
8	Cranes, Trailer, earth moving equipments registration documents if any	
9	Time required for Unloading from wagons for one rake	

If Company / Firm is not registered under Service Tax, they have to submit self-declaration that their income is within the threshold value of Service Tax.

PAN Number (PAN COPY TO BE ENCLOSED): -----



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR																																									
	PAN NO.	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
02	VENDOR CODE (as in WORK ORDER)	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
03	Details of Bank Account:																																									
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)																																									
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
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F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT																																								
G)	VENDOR NAME AS PER BANK RECORDS																																									
H)	BANK BRANCH RTGS IFSC CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
I)	BANK BRANCH NEFT IFSC CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
J)	VENDOR'S E-MAIL ID (give two ids)	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
K)	NAME OF AUTHORISED SIGNATORY																																									

1. CERTIFICATE

2. 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.

3.

4. PLACE:

5. DATE:

(Manager / Officer's
signature Under Bank stamp)

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.

ANNEXURE-VI

TENDER NO:9860062E dt.28-02-2017

“PRICE BID”

“WORK / RATE SCHEDULE”

SL. No	Scope of Work	Quantity	% ALLOCATION
01	Loading of Boiler Components from outer yard of North Karanpura project site into Trailer/Lorry and unloading from Trailer/Lorry using suitable capacity mobile crane at INSIDE the project site of North Karanpura project site, Jharkhand state . <u>Note:Rate/MT to be considered for loading and unloading only</u>	4000 MT	50%
02	Transportation of Boiler Components from OUTER YARD of North Karanpura project site, Jharkhand state to INSIDE the project site of North Karanpura project site, Jharkhand state by suitable vehicle like Trailer/Lorry. Maximum distance from outer yard to inside yard will be appx.5 KM radius. <u>Note:Rate/MT to be considered for transportation charges only</u>	4000 MT	50%
	<u>TOTAL LUMP SUM PRICE FOR THE ENTIRE CONTRACT SCOPE in Rs.</u>		

Note: 1. Individual item rates for the above schedules will be arrived based on the lumpsum amount quoted by the bidder & % percentage allocation indicated against each schedule. This amount shall be rounded off to the nearest Rupee.

2. Applicable/Quoted Service tax amount will be extra & same will be taken into account while evaluating total cost to BHEL , for arriving at L1 bidder .

3. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void .