



Bharat Heavy Electricals Limited

Phone No

04172 – 284839

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(A Government Of India Undertaking)

Boiler Auxiliaries Plant

E-mail

asvkn@bhel.in

Ranipet - 632 406

WORKS CONTRACT MANAGEMENT

Ref: 9880019E

Date: 22.06.2018

Dear Sir,

Sub: TENDER for Outsourcing of structural detail engineering works for a period of Two years.

Please submit your competitive offer for the above subjected as per the conditions given in the work/rate schedule and tender conditions enclosed along with the tender.

- | | | |
|-----|---|---|
| 01: | Nature of work | : Outsourcing of structural detail engineering works. |
| 02: | Tender no.&Date | : 9880019E Dt.22-06-2018 |
| 02. | Duration of contract | : Two years |
| 03. | EMD to accompany the Tender | : Rs.40,000/- (Rupees Forty thousand only) |
| 04. | Last Date and Time for submission of Tender documents | : 14:00 HRS ON 13.07.2018 |
| 05. | Date and Time of Opening the Tender(technical bid) | : 14:30 HRS ON 13.07.2018 |

Yours faithfully,

for and on behalf of BHEL.,

SR.MANAGER/WCM

Tender conditions

- 1) Techno commercial bid(1-43 pages of tender documents and supporting documents as per tender qualifying requirements) shall be put in a separate cover.
- 2) EMD amount for a value of Rs.40000/- by any one mode as per tender shall be put in a separate cover.
- 3) Price bid(page no.44) shall be put in a separate cover.
- 4) All the above three covers shall be put in a strong single cover super scribing tender no.
- 5) All the above shall reach us on or before 13-07-2018, 14: 00 hrs. The offers received after 14:00 hrs , 13-07-2018 will not be considered. Techno commercial bid will be opened at WCM Department, Ground floor, Southern side end, Engineering building, BHEL, Ranipet in the presence of tenderer who wish to witness the tender opening.
6. No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.
7. 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.
8. EMD given by all unsuccessful tenderers shall be refunded normally within 15 (Fifteen) days of acceptance of award of work by the successful tenderer.
9. 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.
10. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the vehicle in accordance with the instructions of the Manager/WCM, 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.

11. Tenders submitted by post should be sent through "REGISTERED POST-ACKNOWLEDGEMENT DUE". 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.
12. 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.
13. Before submitting the quotation the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
14. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
15. The contractor's responsibility under this contract shall commence from the date of issue of LOI / WORK ORDER by BHEL.
16. (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.
17. In the event of expiry or incapacity of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
18. 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.
19. 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.
20. Words imparting the singular number shall also be deemed to include the plural number and vice versa where the context requires.

21. 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.
22. 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.
23. Tenderers shall not increase their quoted rates at any point of time.
24. 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.
25. 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.
26. 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.
27. 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.
28. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
29. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
30. 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
31. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
32. In case negotiation is found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
33. 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.
34. 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.

- 35 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.
- 36 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.
- 37 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. The contract may be awarded to one or more contractors, either in full or part.
- 38 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.

39. 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 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.

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

BHEL will finalize the rates through paper price bid opening/Reverse auction. Hence Tenderers are requested to give their best prices at the first instance itself.

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.

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) which ever 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.

vi. Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.

vii. 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.

viii. The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.

ix. 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 alongwith interest levied/leviable on BHEL.

x. 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.

xi. 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).

xii. The Prices quoted above must be inclusive of all taxes and duties and **exclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

xiii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

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.

ii) 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.

d) 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.

Clause	Description	Detail Description
1.0	Scope of Work in brief	<p>1.1) Preparation of Power plant steel structural detailed fabrication and erection drawings in latest authenticated version of AutoCAD.</p> <p>1.2) The Power plant steel structures shall contain detail works of Power house structures (Heavy built-up columns, beams), Pipe racks, Roof & gantry Girders, Wall Beams, purlins & Cladding etc., Structures for conveyor of Ash Handling and Coal handling (Built-up Column, Bracing and Beam), Structures for transfer points (Trestles), Truss for conveyors, Crusher House structures, Staircases and Walkway & galleries for conveyors, Balance of Plant structures, Bunkers and Bunker building structures, BOM etc. as per example shown in Annexure-F.</p> <p>1.3) The detail drawing (fabrication & Erection) shall be prepared for Power plant steel structures and BOM separately as per example shown in Annexure – F.</p>
2.0	Inputs from BHEL for the Power plant steel structures preparation (will be furnished as hardcopy or softcopy in pdf format)	<ul style="list-style-type: none"> • Relevant layout and transmittals. • Details of Structural members • Connection details • And other relevant inputs.
3.0	Contents of detailed drawing to be prepared by the outsourcing vendor	<ul style="list-style-type: none"> • Fabrication details with developed view. • Plate cutting and rolling plan with dimensions (wherever required) • BOM with finished weight of items. • Transportation stiffener details. • Erection and Shop welding symbols as indicated in input drawing. • Dispatch table and other details as applicable. • Assembly drawing for erection purpose with erection welding indicated for site reference and use. • Table for fasteners with size Grade and Quantity • BOM should be clubbed in such a way that all the relevant items are indicated as single entity

		<p>for enabling fabrication at shop and despatched as single despatchable Unit.</p> <ul style="list-style-type: none"> • Wherever critical to quality requirement is there, the same should be indicated with a box encircling letter “C”. • If the detailed engineering has been done in more than a single drawing sheet, each drawing should have the specific Note co-relating the other drawing sheets for ease of reference and use during fabrication and erection. • Fabrication and erection Notes are to be clearly indicated in the drawing. • Splice Joints shall be envisaged at 12.5mtr long unless otherwise informed specifically. • Shop welded component shall have limited to the following dimensions unless otherwise warranted for Over Dimensional consignment (ODC). Width max 4000mm Length Max 17000mm and height limited to 3000mm. Anything beyond these dimensions, the same shall be split in to parts and these will supplied along with the main assembly.
4.0	Deliverables from Vendor	<p>4.1) Submission of all drawings by email. 4.2) Submission of revised/corrected final drawings after BHEL feedback by email.</p>
5.0	Work content	<p>5.1) The total estimated preparation of drawings will be for around 81,810 MT of various Power Plant structures.</p>
6.0	Terms and Conditions	
6.1	General	
		<p>6.1.1) The drawing should be prepared to proper scale in the form and shape in the terms of detailing, conventions etc as indicated in typical sample drawings furnished by BHEL for guidance (Ref Annexures: E)</p>
		<p>6.1.2) All drawing should be prepared in contractor’s facility with AUTOCAD latest authenticated versions.</p>
		<p>6.1.2) It is the responsibility of the Contractor to collect all relevant input from AQCS, BAP/BHEL-Ranipet, design office and get all doubts clarified prior to taking up the work. Any change in drawing if felt necessary has to be approved by AQCS/Product Engineering.</p>

		6.1.4) It is the responsibility of the Vendor to understand the Power plant steel structures arrangement and detailing practice of BHEL and use the input information effectively to convert them into output detailed drawings in line with BHEL standard practice.
		6.1.5) For each work order covering steel structural job, a separate job order number is assigned and this reference number is to be quoted in further correspondence.
		6.1.6) Preliminary drawings shall be submitted to BHEL for checking by email. After getting the comments from BHEL the corrections are to be incorporated in the final drawings.
		6.1.7) Final drawings shall positively be submitted to BHEL by email as per schedule specified on the basis of work
		6.1.8) Upon completion of Jobs all typical sample drawings and transmittal information, which are provided for guidance (if any) shall be returned to BHEL.
		6.1.9) Either the contractor shall preserve the AUTOCAD drawing files on the hard disk of PC or on backup CDS until such time they get clearance from BHEL Ranipet to erase them.
6.2	Qualifications/Technical requirements.	The bidder should have necessary experience & facilities as indicated in Annexure-E.
6.3	Infrastructure facilities:	Vendor shall possess the following infrastructure:
		6.3.1) Minimum 4 nos of PCs with Licensed version of AutoCAD package shall be available
		An office with sufficient space to accommodate the above said PCs with telephone and email facilities for timely interactions.
		6.3.2) Minimum 4 drafting staff with one supervisor to guide and check all drawings shall be available.
		6.3.3) A spot visit by a designated team from BHEL Ranipet will assess the technical capabilities and requirement of the bidder (if required) as given above in the technical requirements.
		6.3.4) Vendor shall possess adequate hardware, software and skilled manpower to deliver the structural drawings within the desired

		schedule as mentioned in Clause 8.0.
6.4	Statutory requirements	Vendor shall confirm his/her compliance with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
7.0	Schedule of the job completion	Schedule of the job completion is to be strictly adhered to, any repeated failure in meeting the schedule will result in termination of the contract.
8.0	Preparation of Power plant structures detail drawings	From the date of furnishing of Design drawings & transmittals
8.1	Power House, Bunker Bldg. Structures	Bunker, bunker building structures, bunker floors, power house structures, Crusher house structures etc of 1000 MT in 15 days.
8.2	BoP, Coal Handling Plant & Ash Handling Plant structures	CHP/AHP structures like transfer points (TP), trestles (TRs), silos, misc. buildings like control rooms, pump houses, compressor house, ACC structures, RODM plant structures, FGD structures, tanks , Duct, duct supporting structures etc. of 500 MT in 15 days.
8.3	Pipe/Cable racks	Pipe racks, cable racks, switch yard structures etc. of 500 MT in 15 days.
9.0	Method of tendering	
		9.1) The bidder should submit two bids i.e. technical and price bids separately in sealed covers.
		9.2) Point wise confirmation to be given for this specification by the vendors.
		9.3) BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
		9.4) Lowest prices received against BHEL tender need not be the technically acceptable L1 price and BHEL reserve the right not to consider the same.
		9.5) BHEL reserves the right to negotiate or refloat the tender if the lowest prices received are not the lowest acceptable price to them inter alias other reasons.
		9.6) BHEL reserves the right to negotiate/reject the

		L1 rate without assigning any reason thereof.
		9.7) BHEL may order on more than one vendor in the lowest acceptable price to BHEL.
		9.8) The works contract entered into with the successful tenderer will be governed by the BHEL General Conditions of Contracts in force.
		9.8.1) In all the matters of dispute the decision of the AGM/Engg, BHEL/Ranipet-6. shall be final binding on the tenderer / contractor. AGM/Engg reserves all the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
		9.9) Offers will be obtained from the eligible vendors as in the Annex-B . The open tender shall be on two-part bid process. Based on the evaluation of the technical bid (as in Annex-A) & commercial bid (as in Annex-B), the price bid of the technical and commercial qualified vendors will be opened.
		9.10) Rate of L1 (category-wise) will be offered as counter offer for all the technically qualified vendors participating in the bidding to enable us to avail the services of adequate vendors for timely completion of the jobs. Whoever accepts the counter offer will be enlisted for drafting works after signing confidentiality agreement. <i>BHEL reserves the right of deciding the number of such acceptance from vendors depending on the projects availability and workload for BHEL.</i>
		9.11) Depending on the contract availability for BHEL, Ranipet and the project schedule, each vendor will be loaded based on their response, time adherence and quality of output. The work will be awarded based on the quality and timely completion. However, the L1 vendor will be given more percentage of work than the other vendors depending upon their performance of work.
		9.12) Rates quoted shall be FIRM throughout the contract period or 2 years from the date of bid opening.
		9.13) Lowest bidder L1 will be decided for each type of structures
10.0	Goods & Service Tax	GST: As applicable and shall be quoted extra.

		The quoted rate should be exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government Statutory / regulatory authorities from time to time. BHEL will not entertain any claim whatsoever in this regards.
11.0	EARNEST MONEY DEPOSIT (EMD)	Rs. 40,000/- (Forty thousands only)
12.0	Security Deposit (SD)	(a) Security Deposit should be paid by the Vendor. Security Deposit shall be collected from the successful tenderer as shown below: The EMD amount Rs.40,000/- will be converted as security deposit. Till the business value reaches Rs.8.0 lakhs, no recovery of security deposit from the running bills. If the business value exceeds Rs.8.0 lakhs, 5% will be deducted from running bills
		(b) Vendor may furnish the Security Deposit in following forms: i) Demand Draft in favour of BHEL Ranipet – 632406 (TN)
		(c) Security deposit can 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 collected (any of the above form) and the balance 50% may be recovered from the running bills.
		(d) The security deposit shall not carry any interest.
		(e) <u>REFUND OF SECURITY DEPOSIT:-</u> The Security Deposit mentioned above may be refunded to the Contractor after a period of 1 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".
13.0	SUBMISSION OF BILLS BY CONTRACTOR:	The Vendor after completing drawings of a job order shall submit a bill in triplicate detailing the various items of work done in the job order supported by the requisitions issued from time to time.
14.0	PAYMENT OF BILLS:-	All payments to be made to the Vendor, under this contract shall be through electronic mode within a reasonable time after the certification of bills by the Engg. dept. Requisite mandate in the prescribed format to be submitted before release of the first payment.

<p>15.0</p>	<p>Penalty / Diversion / Cancellation</p>	<p>1.0) Schedule of the job duration as enlisted above shall be strictly adhered by the Vendor.</p> <p>2.0) If the schedule is violated for the first time, a warning letter will be issued. If the delay occurs repeatedly for the next time, the job order will be diverted to any other vendor or even the contract is liable to be cancelled.</p> <p>3.0) If there is no response from the vendor for BHEL intimations, it will be assumed that the Vendor is not interested in the contract and the job order will be diverted to suitable vendor who meets schedule and the required quality.</p> <p>4.0) Also the security deposit or any other payment, if any, due to vendor will be forfeited in total without prejudice to any other action like blacklisting the vendor for subsequent tender etc.,</p>
<p>16.0</p>	<p>Address / Last date for tender applications.</p>	<p>Tenders along with filled up annexures to be sent to AGM/WCM, Boiler Auxiliaries Plant, BHEL, Ranipet -632406 on or before 06/07/2018. Late tenders will not be taken into consideration. Sealed envelope should bear the caption “Tender Specification for Out sourcing of Structural Detail Engineering works”. Tender opening time & date for technical bid and price bid will be intimated later.</p>

Annex – A : TECHNICAL BID

The Technical bid shall contain the following details:

- 1) Name and address of the bidder
- 2) Mobile No., Telephone no and e-mail details
- 3) Office space availability information
- 4) No of PCs in working condition with licensed AutoCAD package.
- 5) No of working staff with their qualification.
- 6) Point wise confirmation of the terms and conditions in the Annexure- D.
- 7) Following supporting documents & drawings are to be furnished:
 - a) Copy of the orders received & completed invoices for the preparation of BHEL Power Plant structures for thermal power plants of 250MW rating and above.
 - b) A Sample copy of the Design and Detail drawing carried out by the bidder for in each category for BHEL thermal power plants of 250MW rating and above.

Annexure – D

Clause	Description	Detailed description	Vendor's comments: Agreed / Not Agreed (Conditional agreement is liable for rejection)
1.0	Scope of Work in brief	<p>Preparation of Power plant steel structural detailed fabrication and erection drawings in latest authenticated version of AutoCAD.</p> <p>The Power plant steel structures shall contain detail works of Power house structures (Heavy built-up columns, beams), Pipe racks, Roof & gantry Girders, Wall Beams, purlins & Cladding etc., Structures for conveyor of Ash Handling and Coal handling (Built-up Column, Bracing and Beam), Structures for transfer points (Trestles), Truss for conveyors, Crusher House structures, Staircases and Walkway & galleries for conveyors, Balance of Plant structures, Bunkers and Bunker building structures, BOM etc. as per example shown in Annexure-F.</p> <p>The detail drawing (fabrication & Erection) shall be prepared for Power plant steel structures and BOM separately as per example shown in Annexure – F.</p>	
2.0	Inputs from BHEL for the Power plant steel structures preparation (will be furnished as hardcopy or softcopy in pdf format)	<ul style="list-style-type: none"> • Relevant layout and transmittals. • Details of Structural members • Connection details • And other relevant inputs. 	

<p>3.0</p>	<p>Contents of detailed drawing to be prepared by the outsourcing vendor</p>	<ul style="list-style-type: none"> • Fabrication details with developed view. • Plate cutting and rolling plan with dimensions (wherever required) • BOM with finished weight of items. • Transportation stiffener details. • Erection and Shop welding symbols as indicated in input drawing. • Dispatch table and other details as applicable. • Assembly drawing for erection purpose with erection welding indicated for site reference and use. • Table for fasteners with size Grade and Quantity • BOM should be clubbed in such a way that all the relevant items are indicated as single entity for enabling fabrication at shop and despatched as single despatchable Unit. • Wherever critical to quality requirement is there, the same should be indicated with a box encircling letter "C". • If the detailed engineering has been done in more than a single drawing sheet, each drawing should have the specific Note co-relating the other drawing sheets for ease of reference and use during fabrication and erection. • Fabrication and erection Notes are to be clearly indicated in the drawing. • Splice Joints shall be envisaged at 12.5mtr long unless otherwise informed specifically. • Shop welded component shall have limited to the following dimensions unless otherwise warranted for Over Dimensional consignment (ODC). Width max 4000mm Length Max 17000mm and height limited to 3000mm. Anything beyond these 	
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		dimensions, the same shall be split in to parts and these will supplied along with the main assembly.	
4.0	Deliverables from Vendor	Submission of all drawings by email. Submission of revised/corrected final drawings after BHEL feedback by email.	
5.0	Work content	The total estimated preparation of drawings will be for around 81,810 MT of various Power Plant structures.	
6.0	Terms and Conditions		
6.1	General		
		6.1.3) The drawing should be prepared to proper scale in the form and shape in the terms of detailing, conventions etc as indicated in typical sample drawings furnished by BHEL for guidance (Ref Annexures: E)	
		6.1.2) All drawing should be prepared in contractor's facility with AUTOCAD latest authenticated versions.	
		6.1.4) It is the responsibility of the Contractor to collect all relevant input from AQCS, BAP/BHEL-Ranipet, design office and get all doubts clarified prior to taking up the work. Any change in drawing if felt necessary has to be approved by AQCS/Product Engineering.	
		6.1.10) It is the responsibility of the Vendor to understand the Power plant steel structures arrangement and detailing practice of BHEL and use the input information effectively to convert them into output detailed drawings in line with BHEL standard practice.	

		6.1.11) For each work order covering steel structural job, a separate job order number is assigned and this reference number is to be quoted in further correspondence.	
		6.1.12) Preliminary drawings shall be submitted to BHEL for checking by email. After getting the comments from BHEL the corrections are to be incorporated in the final drawings.	
		6.1.13) Final drawings shall positively be submitted to BHEL by email as per schedule specified on the basis of work	
		6.1.14) Upon completion of Jobs all typical sample drawings and transmittal information, which are provided for guidance (if any) shall be returned to BHEL.	
		6.1.15) Either the contractor shall preserve the AUTOCAD drawing files on the hard disk of PC or on backup CDS until such time they get clearance from BHEL Ranipet to erase them.	
6.2	Qualifications/Technical requirements.	The bidder should have necessary experience & facilities as indicated in Annexure-E	
6.3	Infrastructure facilities:	Vendor shall possess the following infrastructure:	
		6.3.1) Minimum 4 nos of PCs with Licensed version of AutoCAD package shall be available	
		An office with sufficient space to accommodate the above said PCs with telephone and email facilities for timely interactions.	
		6.3.5) Minimum 4 drafting staff with one supervisor to guide and check all drawings shall be available.	

		6.3.6) A spot visit by a designated team from BHEL Ranipet will assess the technical capabilities and requirement of the bidder (if required) as given above in the technical requirements.	
		6.3.7) Vendor shall possess adequate hardware, software and skilled manpower to deliver the structural drawings within the desired schedule as mentioned in Clause 8.0.	
6.4	Statutory requirements	Vendor shall confirm his/her compliance with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.	
7.0	Schedule of the job completion	Schedule of the job completion is to be strictly adhered to, any repeated failure in meeting the schedule will result in termination of the contract.	
8.0	Preparation of Power plant structures detail drawings	From the date of furnishing of Design drawings & transmittals	
8.1	Power House, Bunker Bldg. Structures	Bunker, bunker building structures, bunker floors, power house structures, Crusher house structures etc of 1000MT in 15 days.	
8.2	BoP, Coal Handling Plant & Ash Handling Plant structures	CHP/AHP structures like transfer points (TP), trestles (TRs), silos, misc. buildings like control rooms, pump houses, compressor house, ACC structures, RODM plant structures, FGD structures, tanks, Duct, duct supporting structures etc. of 500MT in 15 days.	
8.3	Pipe/Cable racks	Pipe racks, cable racks, switch yard structures etc. of 500MT in 15 days.	
9.0	Method of tendering		
		9.7) The bidder should submit two bids i.e. technical and price bids separately in sealed covers.	
		9.8) Point wise confirmation to be given for this specification by	

		the vendors.	
		9.9) BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.	
		9.10) Lowest prices received against BHEL tender need not be the technically acceptable L1 price and BHEL reserve the right not to consider the same.	
		9.11) BHEL reserves the right to negotiate or refloat the tender if the lowest prices received are not the lowest acceptable price to them inter alias other reasons.	
		9.12) BHEL reserves the right to negotiate/reject the L1 rate without assigning any reason thereof.	
		9.9) BHEL may order on more than one vendor in the lowest acceptable price to BHEL.	
		9.10) The works contract entered into with the successful tenderer will be governed by the BHEL General Conditions of Contracts in force.	
		9.8.1) In all the matters of dispute the decision of the AGM/Engg, BHEL/Ranipet-6. shall be final binding on the tenderer / contractor. AGM/Engg reserves all the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.	
		9.9) Offers will be obtained from the eligible vendors as in the Annex-B . The open tender shall be on two-part bid process. Based on the	

		evaluation of the technical bid (as in Annex-A) & commercial bid (as in Annex-B), the price bid of the technical and commercial qualified vendors will be opened.	
		9.14) Rate of L1 (category-wise) will be offered as counter offer for all the technically qualified vendors participating in the bidding to enable us to avail the services of adequate vendors for timely completion of the jobs. Whoever accepts the counter offer will be enlisted for drafting works after signing confidentiality agreement. <i>BHEL reserves the right of deciding the number of such acceptance from vendors depending on the projects availability and workload for BHEL.</i>	
		9.15) Depending on the contract availability for BHEL, Ranipet and the project schedule, each vendor will be loaded based on their response, time adherence and quality of output. The work will be awarded based on the quality and timely completion. However, the L1 vendor will be given more percentage of work than the other vendors depending upon their performance of work.	
		9.16) Rates quoted shall be FIRM throughout the contract period or 2 years from the date of bid opening.	
		9.17) Lowest bidder L1 will be decided for each type of structures	
10.0	Goods & Service Tax	GST: As applicable and shall be quoted extra.	
		The quoted rate should be exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government Statutory / regulatory authorities from	

		time to time. BHEL will not entertain any claim whatsoever in this regards.	
11.0	EARNEST MONEY DEPOSIT (EMD)	Rs. 40,000/- (Rupees forty thousands only)	
12.0	Security Deposit (SD)	<p>Security Deposit should be paid by the Vendor. Security Deposit shall be collected from the successful tenderer as shown below:</p> <p>The EMD amount Rs.40,000/- will be converted as security deposit. Till the business value reaches Rs.8.0 lakhs, no recovery of security deposit from the running bills. If the business value exceeds Rs.8.0 lakhs, 5% will be deducted from running bills</p>	
		Vendor may furnish the Security Deposit in following forms: i) Demand Draft in favour of BHEL Ranipet – 632406 (TN)	
		The security deposit shall not carry any interest.	
		<p><u>REFUND OF SECURITY DEPOSIT:-</u> 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".</p>	
13.0	SUBMISSION OF BILLS BY CONTRACTOR:	The Vendor after completing drawings of a job order shall submit a bill in triplicate detailing the various items of work done in the job order supported by the requisitions issued from time to time.	
14.0	PAYMENT OF BILLS:-	All payments to be made to the Vendor, under this contract shall be through electronic mode within a reasonable time after the certification of bills by the Engg. dept. Requisite mandate in the prescribed format to be submitted before release of the first	

		payment.	
15.0	Penalty / Diversion / Cancellation	<p>1.0) Schedule of the job duration as enlisted above shall be strictly adhered by the Vendor.</p> <p>2.0) If the schedule is violated for the first time, a warning letter will be issued. If the delay occurs repeatedly for the next time, the job order will be diverted to any other vendor or even the contract is liable to be cancelled.</p> <p>3.0) If there is no response from the vendor for BHEL intimations, it will be assumed that the Vendor is not interested in the contract and the job order will be diverted to suitable vendor who meets schedule and the required quality.</p> <p>4.0) Also the security deposit or any other payment, if any, due to vendor will be forfeited in total without prejudice to any other action like blacklisting the vendor for subsequent tender etc.,</p>	

DEVIATION REPORT

And if any deviation in any clause of the specification, then it is to be clearly mentioned in this deviation report.

If no deviation taken, then NIL deviation report to be submitted along with offer.

Clause. No.	Requirement	COMMENT / Deviation

Annexure – E

PRE-QUALIFICATION CRITERIA FOR STRUCTURAL DETAIL DESIGN ENGINEERING OF VARIOUS POWER PLANT STRUCTURES

01. Firms should have minimum 3 years' experience of having successfully executed DETAIL ENGINEERING of steel structures for either of the following capacity of BHEL make Power plants as per the applicable codes and standards within the last 5 years calculating from the date of technical bid submission:
 - a. Two or more similar works for below 250MW power plant.
 - b. Two similar work for a 250MW power plant.
 - c. One similar work for a 500MW/660MW/800MW power plant.
02. These power plant structures include Built-up columns, Roof girders, Floor beams & bracings, Wall Beams, Cladding etc. of Power House Structures, Coal Handling & Ash Handling structures including conveyor Galleries, Crusher House structures, Transfer points, silos and silo structures, Bunker & Bunker building structures, BoP Structures, Cable trays & Pipe Racks, RoDM structures, FGD structures including Steel Absorber, Duct & duct supporting structures, Tanks and Air Cooled Condenser structures etc.
03. Vendor shall furnish at least one job order executed/under execution in line with requirement in any of the above mentioned structural area in a power plant for evaluation.
04. The bidder should employ skilled work force as required for the intended Structure detail engineering meeting design requirements. Bidder should have at least 5 skilled work force to carry out structural detail engineering work. The bidder should have adequate number of necessary licensed software to execute the detail engineering in time with quality
05. Vendor should employ well-equipped and knowledgeable professionals acquainted with latest technology and software and apply them extra-ordinarily during detail engineering to ensure most accurate detail drawings.

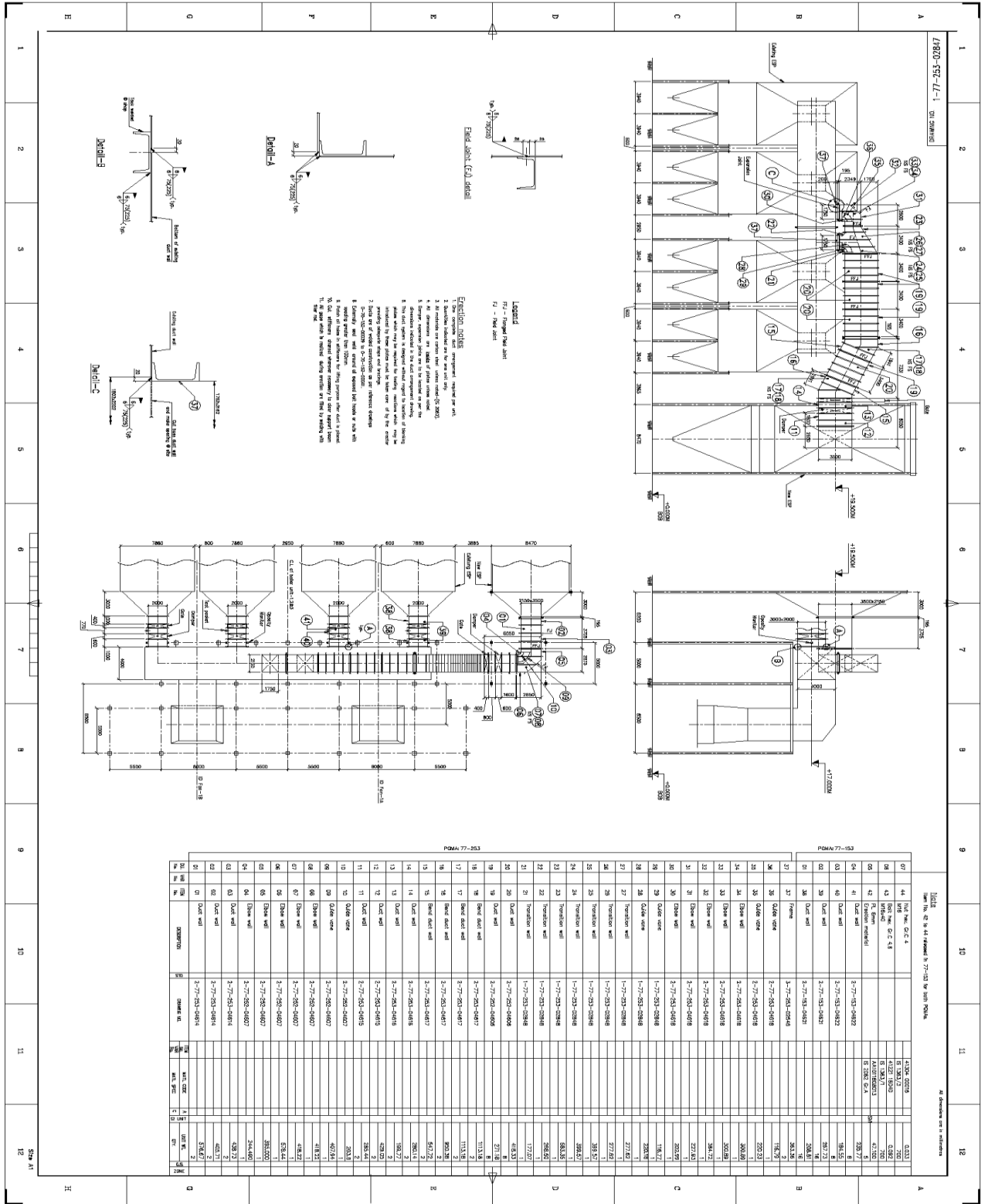
06. Vendor shall be capable of releasing fabrication drawings as indicated in the tender document and to be confirmed during offer for evaluation
07. Vendor should produce quality detail engineering with error free fabrication drawings employing best-experienced and skilled professionals.
08. Vendor should be familiar in preparing two different types of drawings: ERECTION/ASSEMBLY DRAWINGS AND SHOP/FABRICATION DRAWINGS.
09. Erection/assembly drawings are essential to the site engineers as guidance as to where and how to erect the pre-fabricated members (pieces). The erection drawings generally include dimensions & key-plans to facilitate the location of steel members; they generally show specific detailed information or other requirements, which includes all work that needs to be completed in the construction site.
10. Shop/fabrication drawings are utilized to specify the precise detailing prerequisites for fabricating each individual piece of a structure and therefore are utilized by the shop engineers to fabricate these pieces. Shop drawings will include material specifications, dimensions, member sizes and any other required additional information necessary for each finished member.
11. Vendor should be familiar and comply with the requirements of the design drawings and with all industry standards and protocols, including those established by the American Institute of Steel Construction (AISC) and the American Welding Society (AWS).
12. Detailed design drawings are to be thoroughly checked before submission ensuring quality work and timely delivery.
13. Offers of the Vendor/Supplier not agreeing/failing to submit required documents to any of the above will be liable for rejection.

Supporting documents for QR:

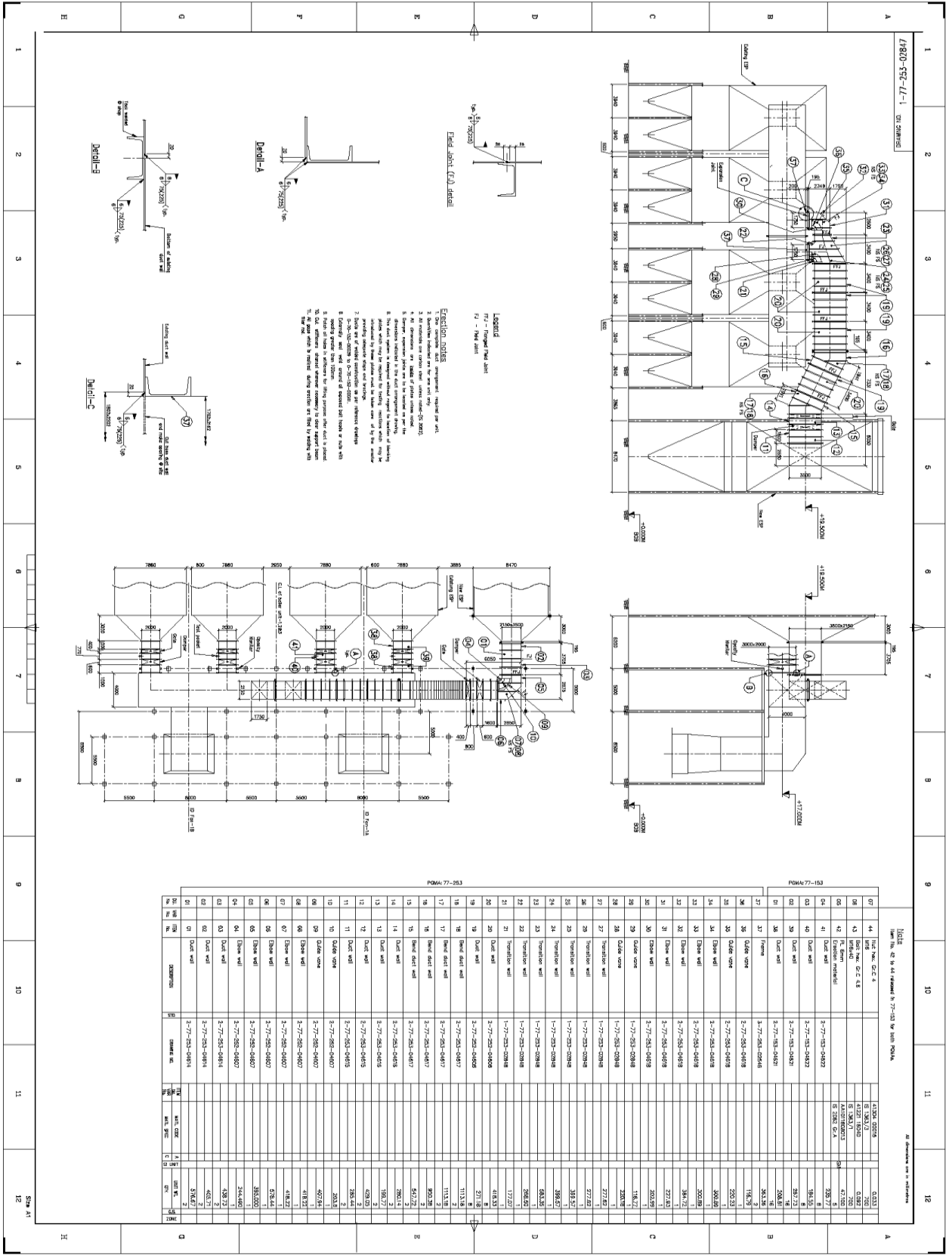
Bidder shall submit documents in support of possessing qualifying requirements as under, duly self-certified and stamped by the authorized signatory.

- (i) List of jobs done with the name of the project, Owner of the project, Name of the customer, Work order reference No and date, brief details of jobs, executed value, date of start, date of completion.
- (ii) Certified Photocopies of work orders issued by the Customer containing details of bill of quantities/schedule of rates and certificates for proof of satisfactory completion of work.
- (iii) Certified Photocopies of Audited profit and loss account accompanied by relevant schedules for turnover figures.

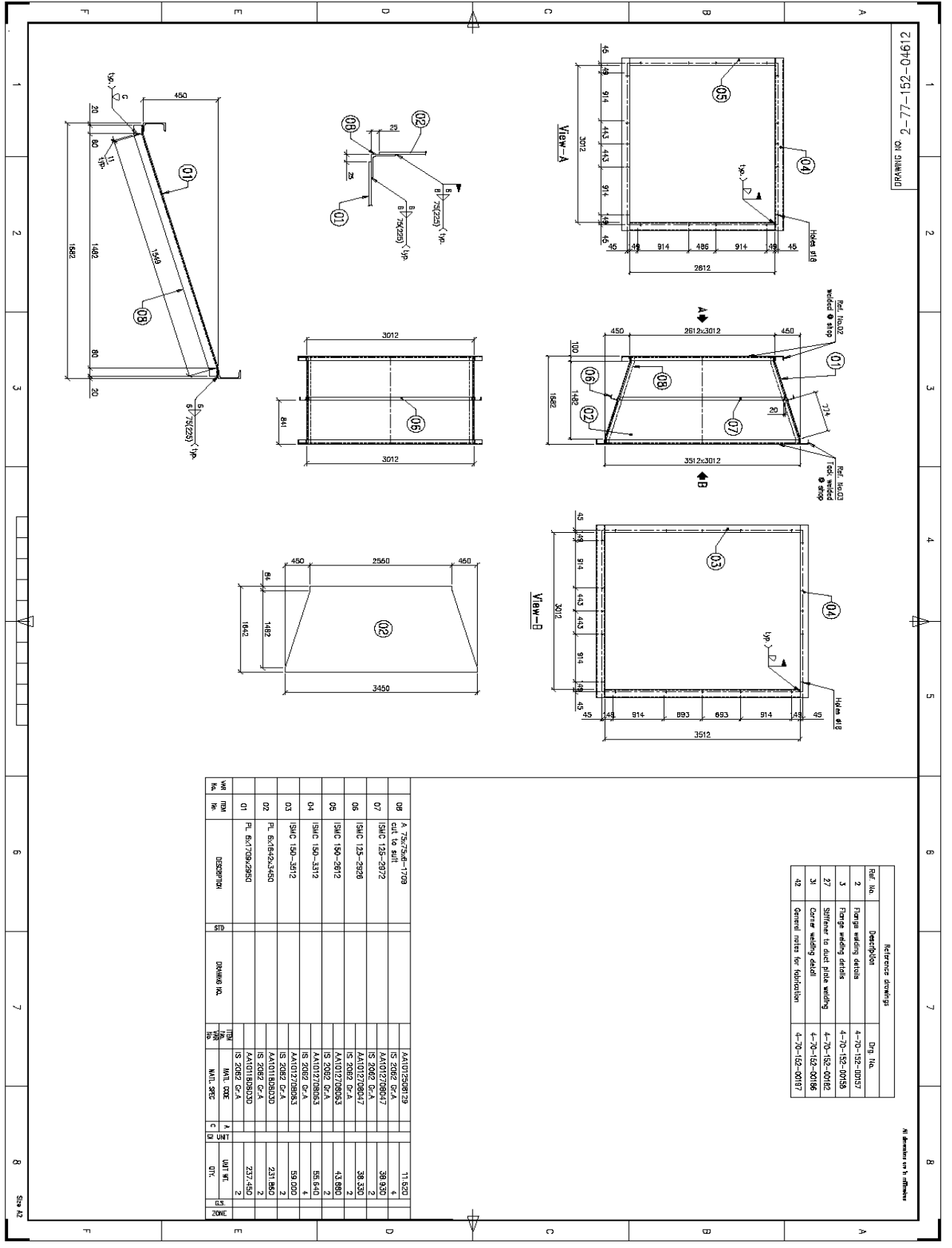
Sample Output-Layout drawing



Sample Output-Layout drawing



Sample Output-Fabrication drawing



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-Incharge 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 the AGM/WCM to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of AGM/WCM, or person deputed by him 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 authorised 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 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 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:- (1) Security Deposit @5% should be paid by the contractor before the start of the work.

The Earnest Money 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.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- i) Cash, (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) Securities available from Post Office such as National Savings Certificates, Kisan Vikas Patras 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).
- v) Bank Guarantee from Scheduled Bank / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) 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, duly discharged on the back.
- vii) Security Deposit can 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 collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The Security Deposit shall not carry any interest.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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.

11. 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.

12. 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 in his stead.

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.

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.

13. 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, thereunder from time to time.

14. 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 minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. 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.

16. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

17.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 :-

(i) 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

(ii) 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

(iii)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.

18. RISK PURCHASE CLAUSE:

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 Authorised signatory 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.

19. 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 Authorised signatory 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.

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.

20.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 authorised 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 thereunder ;

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 DGM/Stores 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.

21.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.

2.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.”

23.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 DGM/Stores 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.

24.PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by DGM/Stores.

25.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.

26. 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.

27.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".

28.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 subject to prompt notification by the contractor.

29.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 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.

30.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.

31.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, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

32.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.

33.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.

34.Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

35.Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Annex – B : PRICE BID-TENDER NO.9880019E Dt.22-06-2018

SL NO	Type of Structure	Quantity in MT(appx.)	RATE in Rs per MT (excluding GST)
01	Bunker, bunker building structures, bunker floors, Power house structures, Crusher house structures etc of 1000 MT in 15 days.	30950	
02	CHP/AHP structures like transfer points (TP), trestles (TRs), silos, misc. buildings like control rooms, pump houses, compressor house, ACC structures, RODM plant structures, FGD structures, tanks , Duct, duct supporting structures etc. of 500 MT in 15 days.	49500	
03	Pipe racks, cable racks, switch yard structures etc. of 500 MT in 15 days.	1360	
	GST % to be mentioned.		

Method of evaluation of offers:

L1 will be arrived for each schedule wise separately and not on overall basis.

The contract will be awarded to more than one bidder

Total quantity covered in this tender is 81810 MT.(appx.).However this may vary upto 20% during execution.

Drawings requirement

Sl.No.1. drawings for 1000 MT to be delivered within 15 days

Sl.No.2. drawings for 500 MT to be delivered within 15 days

Sl.No.3. drawings for 1000 MT to be delivered within 15 days