



# Bharat Heavy Electricals Limited

(A Government Of India Undertaking)

Boiler Auxiliaries Plant

Ranipet - 632 406

Phone No 04172 – 284839  
04172 – 241412

E-mail asvkn@bhel.co.in

## WORKS CONTRACT MANAGEMENT

Ref: 9880020E  
Date: 22.06.2018

Dear Sir,

**Sub: TENDER** for “Hiring portable DM plant at Bhadradri site ,Telangana state on monthly rental basis for a period of six months”.

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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

: Hiring portable DM plant at Bhadradri site ,Telangana state on monthly rental basis for a period of six months.

02. Duration of contract

: Six months

03. EMD to accompany the Tender : nil

04. Last Date and Time for submission of Tender documents : 14:00 HRS ON 12.07.2018

05. Date and Time of Opening the Tender(technical bid) : 14:30 HRS ON 12.07.2018

06 Issued to

Yours faithfully,  
for and on behalf of BHEL.,

SR.MANAGER/WCM

- Note:** -
- 1) Tenderer should sign and affix seal in all the pages of this document.
  - 2) Page no.1 -18 –Techno commercial bid shall be kept in separate cover
  - 3) Page no.19-Price bid shall be kept in separate cover.
  - 4) The above two covers shall be put in a strong single cover.
  - 5) Techno commercial bid will be opened at WCM Department.

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The Qualification requirements for Portable DM Plant of 10 Cu.M/Hr capacity are listed below and bidders should meet the same:

1. Bidder should have designed, manufactured and supplied a Portable DM Plant of minimum 10 Cu.M/Hr capacity for producing DM water catering to high pressure boiler with DM water quality of Conductivity maximum 0.1 microS/cm, pH between 6.8 to 7.2 and Silica maximum 0.02 ppm.
2. The vendor should have in possession of such DM plant readily deliverable to 4x270 MW Bhadradi TPS site on rental basis within a reasonable mobilization time.
3. Bidder shall submit one reference installation where they have installed a similar plant and operated for producing DM water. In addition to the above, bidder shall fill up the details as per **Annexure-I**. The final acceptance is subject to customer approval.

**General:**

1. Bidders who defaulted, in any of the previous tenders floated by BHEL are not permitted to respond. Such offers, if found later, will not be considered for evaluation.
2. After receipt of offers, during scrutiny, if any vendor found to have been banned by BHEL, then their offer will be summarily rejected at any stage.
3. In case BHEL decides, bidder to arrange necessary permission to visit the reference plant furnished by the bidder for meeting the PQR requirements.

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### Qualification Requirement Datasheet

**A. Customer details: -**

- a. Name :  
 b. Designation :  
 c. Mobile :  
 d. Land line :  
 e. Fax :  
 f. Email id :  
 g. Postal address :

**B. Plant Details:-**

Date of Supply :

Date of commissioning:

<i>Sl. No.</i>	<i>Parameters</i>	<i>Unit</i>	<i>Value</i>
01	<i>No of Portable DM plant supplied (reference given)</i>	<i>Nos</i>	
02	<i>Capacity of the DM plant supplied</i>	<i>M<sup>3</sup>/hr</i>	
03	<i>Raw water quality for the DM plant</i>	<i>TDS</i>	
04	<i>DM water quality produced from the DM plant</i>	<i>Conductivity pH Silica</i>	
05	<i>End use of the Plant</i>		

*Signature of the Vendor*

## Specification for the UF/ MF-RO-DM Plant on Rental Basis

**A. Technical Requirements**

- a) 10 cu.m/hr DM water on 20 hours operation in a day through a portable skid mounted unit. DM water is to be used for boiler hydro test and other utilities in the power plant. Analysis of DM water required is enclosed.
- b) Raw water analysis is enclosed. It is bore well water.
- c) Necessary power supply (3 phase, 415V) will be provided by client at the Plant DB. Vendor should inform the details of connected load to BHEL, well in advance.
- d) Around 25cu.m/hr of raw water (approx.) at 1 bar pressure will be made available at the plant inlet. (Supplier may provide additional pumps, if higher pressure is required)
- e) DM water is required at the plant outlet at 1 bar (g) pressure.
- f) Piping, valves, storage tank and distribution of the DM water from the plant outlet will be taken care of by BHEL.
- g) Necessary open space with leveled ground will be provided by the client.
- h) Complete operation and maintenance of the plant including consumables and chemicals are under the scope of supplier.
- i) Plant may consist of Sand Filters, ACF, RO system and MB system. Vendor may decide suitably based on the raw water analysis and quality of DM water requirement spelt out in this spec.
- j) The system supply must include all auxiliary services as needed for the system provided i.e. clean in place system (s) and regeneration systems wherever necessary.
- k) The plant operation may be fully automatic using PLC / Semi automatic / manual operation.
- l) Vendor shall submit the requirement such as external piping, storage tanks etc., beyond the battery limit to enable BHEL to make necessary arrangements.

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**B. WATER QUALITY****a. Raw water analysis**

S.No.	Description	Unit	Value
	<b>Physical Parameters</b>		
1	Temperature Range	°C	15 -35
2	Total Dissolved Solids (TDS)	mg/l	700 (Assumed)
3	pH		6.83
4	Turbidity	NTU	0.805
5	Electrical conductivity	µS/cm	1308
	<b>Chemical Parameters</b>		
6	Alkalinity – p	ppm	Nil
7	Alkalinity -m as CaCO <sub>3</sub>	ppm	360
8	Calcium Hardness as CaCO <sub>3</sub>	ppm	216
9	Magnesium Hardness as CaCO <sub>3</sub>	ppm	186
10	Total Hardness as CaCO <sub>3</sub>	ppm	402
11	Chloride as Cl	ppm	176

**b. DM water Quality**

Sl.No.	Description	Unit	Value
1	pH		6.8 – 7.2
2	Conductivity at 25 deg C	µS/cm	0.1 (max)
3	Silica as SiO <sub>2</sub>	mg/l	0.02 (max)

**C. Commercial requirements:**

- 1) This portable unit is required at Bhadradi 4x270 MW Thermal Power Station site, Telangana State.
- 2) Scope includes supply of the plant at site, installation, commissioning, and operation & maintenance, (including manpower, consumables and chemicals). Vendor has to quote for a monthly rent for the entire scope. (including transportation of the skid from their works to site, unloading at site and back, including reloading)
- 3) Minimum period of requirement at site will be six months. If required by BHEL, Vendor should be willing to extend the same services of the plant and the O&M at site for another three months on the same monthly rental basis. Vendor should specify their acceptance in their offer for this point.
- 4) DM water is required to be generated and delivered at site around 20.07.2018. (Tentative).
- 5) This plant is intended to deliver DM water of the specified quality and quantity for the boiler hydro test and other DM water utilities. Hence the delivery of the DM water is of utmost importance.
- 6) Vendor shall ensure that they deliver the specified quantity and quality of DM water for the entire period of the contract of six months on 18 hours (Approximately) of operation per day basis, including all Sundays, holidays, etc.,

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- 7) The quoted monthly rent shall be of all inclusive, including cost of man power deployed, chemicals and consumables, duties and taxes, insurance, PF, ESI etc.,
- 8) Vendor shall provide necessary flow meter at the DM water line for computing the quantity of water generated. Vendor shall also provide necessary instrumentation for measurement of quality of DM water at the plant outlet. Decision of the BHEL site Engineer at site wrt quality of DM water is final and binding.
- 9) Vendor shall quote for monthly rental charges with a break up of Fixed charges for a month and variable charges for producing 1800 to 2000 cu.m of DM water in a month. Evaluation of the offer will be done by considering both fixed and variable monthly charges quoted by the vendor.
- 10) 90% of the monthly charges will be paid on submission of necessary invoice by the supplier after the completion of the O&M works every month. Balance 10% of the monthly charges will be retained as Security deposit and will be returned to the supplier after the completion of the contract period.
- 11) If the vendor is not in a position to deliver the specified quantity of water due to any technical problem with the system, then, vendor should make the alternate arrangement to deliver the specified quantity of DM water to the plant to ensure the uninterrupted operation of the boiler hydro test and other requirements.
- 12) If the plant is not operated continuously by the vendor due to any technical problem from their side, payment (Fixed and variable charges) will be made to the supplier on pro rata basis for the period.
- 13) If the plant is not operated continuously by the vendor due to any problem, not on account of the vendor, then, payment will be made at full fixed charges and the pro rata variable charges for the period of non operation on this account.
- 14) The period of operation for the payment of rent will be calculated from the date of actual commissioning and start of production of DM water at site. Any idle period, before the commercial production of DM water is not eligible for payment of monthly rent.
- 15) All statutory requirements such as local TIN number, Service tax, Sales tax/CST, octroi, GST etc., is to be taken care by the vendor.

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	<b>NAME &amp; ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE &amp; PAN</b>	PAN NO. <input type="text"/>
02	<b>VENDOR CODE</b> (as in WORK ORDER)	<input type="text"/>
03	<b>Details of Bank Account:</b>	
A)	<b>NAME &amp; ADDRESS OF THE BANK</b> (WITH PIN CODE)	<input type="text"/>
B)	<b>BANK TELEPHONE NUMBER</b> (WITH STD CODE)	<input type="text"/>
C)	<b>BANK BRANCH CODE:</b>	<input type="text"/>
D)	<b>MICR CODE</b>	<input type="text"/>
E)	<b>ACCOUNT NUMBER</b>	<input type="text"/>
F)	<b>TYPE OF ACCOUNT</b>	CURRENT / OD / CASH CREDIT
G)	<b>VENDOR NAME AS PER BANK RECORDS</b>	<input type="text"/>
H)	<b>BANK BRANCH RTGS IFSC CODE</b>	<input type="text"/>
I)	<b>BANK BRANCH NEFT IFSC CODE</b>	<input type="text"/>
J)	<b>VENDOR'S EMAIL ID</b> (give two ids)	<input type="text"/> <input type="text"/>
K)	<b>NAME OF AUTHORISED SIGNATORY</b>	<input type="text"/>

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL  
**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

\_\_\_\_\_  
(Manager / Officer's  
Signature Under Bank stamp)

Authorisation No. \_\_\_\_\_

**Note:** This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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**ANNEXURE III****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 is 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.

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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 concerned executive/authorized person. 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 should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows: -

### **5% of the contract value**

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) In order to ensure the genuineness of the bank guarantees, the B.G.'s are to be sent directly by the concerned banks through registered post to "The Senior Accounts Officer/Works&Misc.Bills,Finance department,BHEL,Ranipet".

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- vii) 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.
- viii) 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.
- ix) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- x) 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, what-so-ever 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 concerned executive/authorized person 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 concerned executive/authorized person or the OFFICER-INCHARGE, to receive instructions.

The concerned executive/authorized person 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, there under 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 :-**

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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 extend 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 concerned executive/authorized person or his authorized officials and continues in that state after a reasonable notice from concerned executive/authorized person 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 concerned executive/authorized person which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by concerned executive/authorized person 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

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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 concerned executive/authorized person which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person ;
- 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 concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person 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.

22.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 concerned executive/authorized person shall give notice in writing of the fact to the Contractor who shall have no claim

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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 concerned executive/authorized person 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 NEFT / RTGS payment within a reasonable time after the certification of bills by the concerned department.

**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 concerned executive/authorized person 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 concerned executive/authorized person 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 EXECUTIVE DIRECTOR or other Officers of BHEL appointed as Arbitrator, by the EXECUTIVE DIRECTOR of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged

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completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

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.

36. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL

37. Without prejudice to the above, the Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

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

38. Terms not forming a part of the Contract but of the Tender shall deemed to be incorporated into the Contract.

39. 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.

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**ANNEXURE IV**

**SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS**

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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**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](http://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](http://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](http://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.*

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**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.

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**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](http://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.

**PRICE BID**TENDER NO.9880020E Dt.22-06-2018

Hiring portable DM plant at Bhadradri site ,Telangana state on monthly rental basis for a period of six months.

**Minimum quantity per month- 2000 KL to be guaranteed.**

<u>S.No.</u>	<u>Description</u>	<u>Monthly charges in Rs.</u>
1	Fixed charges	
2	Variable charges	
	Total amount in Rs.	
	GST% & AMOUNT in Rs.	
	<b><u>Total hire charges including GST</u></b>	

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