



**BHARAT HEAVY ELECTRICALS LTD.
HEAVY EQUIPMENT REPAIR PLANT
VARANASI - 221003**

Phone No. 0542 – 6545324
Fax. No 0542-2282241,2282239
e-mail: ashuani@bhel.in

NOTICE INVITING TENDER FOR HIRING OF CONSULTANT

Sealed Tender under Two Bid System (Techno-Commercial & Price Bid) is invited for the following:

Tender Notice No.	Brief Description of Work	Cost of Tender document	Last Date of Sale of Tender	Last Date of submission of Offer & Tender Opening	Earnest Money
HERP/ Civil/ Cap./ 37/10-11 dtd:27.09.10	Providing consultancy services for design, planning, preparation of detailed engineering design & drawings, fabrication drawings, preparation of estimates and bill of quantity and bill of material, related to construction of production shop, open gantry, first floor of annexe building, material gate, extension of existing three production bays, laying of rail track for battery trolley etc. Total estimated cost of structural & civil work is Rs. 20 Crores for which consultancy is required.	Rs.250.00	18/10/2010	19/10/2010	Rs.1.00 Lac

The Tender documents can be had from our office at the above address between 14.00 Hrs to 16.00 Hrs. during any working day upon payment of tender cost (non-refundable) by CASH/DD (preferably from SBI) drawn in favour of “BHEL” payable at Varanasi **OR** can be downloaded from our website www.bhel.com or www.bhelherp.com and submitted along with requisite tender fee and earnest money. All Errata / Addendum / Extension etc. shall be published in the above web page only.

Sr. Mgr. (Maint. & Mod.)

Name & Signature of Bidder

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TENDER NOTICE NO. HERP/ CIVIL/ CAP/ 37/ 10-11



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Phone No. 0542 – 6545324
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TENDER DOCUMENT FOR HIRING OF CONSULTANT

NAME OF WORK: CONSULTANCY SERVICES FOR CONSTRUCTION OF PRODUCTION BLOCK, OPEN GANTRY, EXTENSION OF EXISTING THREE PRODUCTION BAYS, CONSTRUCTION OF MATERIAL GATE, LAYING OF RAIL TRACK, CONSTRUCTION OF FIRST FLOOR OF ANNEXE BUILDING.

TENDER NOTICE NO.: HERP/ CIVIL/ CAP./ 37/ 10-11 dtd 27/09/2010

LAST DATE OF SALE OF TENDER DOCUMENT: 18/10/2010 (16:00 Hrs)

LAST DATE OF SUBMISSION OF TENDER: 19/10/2010 (14:00 Hrs)

TENDER OPENING DATE & TIME: 19/10/2010 (14:30Hrs)

EMD AMOUNT: Rs.1.00 LAC (Rs. ONE LAC ONLY)

TENDER COST: Rs.250.00 (Rs. TWO HUNDRED FIFTY ONLY)

TWO PART BID SYSTEM: PART (I)- TECHNICAL BID (PAGE No.3 to 29)
PART (II)- PRICE BID (PAGE NO. 30 to 31)

NOTE: TENDER IS INVITED IN TWO BID SYSTEM (ONE IS TECHNO-COMMERCIAL BID & OTHER IS PRICE BID) IN DIFFERENT SEALED ENVELOPS, AND BOTH SEALED ENVELOPS PROPERLY MARKED “TECHNO-COMMERCIAL BID” AND “PRICE BID” RESPECTIVELY SHOULD BE PLACED INSIDE A BIGGER ENVELOP/ COVER & SUBMITTED ON OR BEFORE THE SPECIFIED DATE & TIME.

Name & Signature of Bidder

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“ PART-A ”

TECHNICAL BID

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Name & Signature of Bidder

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BRIEF DESCRIPTION OF THE PROJECT

In order to cope up with growth of the unit, commensurate infrastructural development is to be carried out in different areas of its operation. Major attention is to be given in stores, production and shipping area.

Various facilities viz: **new material gate, open gantry (20mx200m), new fabrication bay (20mx200m) with provision of EOT cranes maximum 30 T capacity, battery operated transfer trolley-20T etc.** are to be added up under Capacity Augmentation Scheme for infrastructural development in stores area. In the existing production block there are three bays having different span but same length of 84m. Bay-I and Bay-III are mainly machine shops with small area dedicated for assembly work. Bay-II is equipped with mainly fabrication facilities. With the start of bigger size bowl mill assemblies, space constraint is being felt in the existing shop. To ensure proper space for bigger assemblies, the existing fabrication facilities from bay-II will be shifted to the proposed new fabrication bay of 20mx200m. Remaining area of the proposed fabrication bay shall be utilized for storage, handling and cutting of plates and bars and storage of bigger size finished components. Apart from the above, in order to store raw material, various finished components of Turbine tools & tackles, constant & variable load hangers, **an Open Gantry of size 200m x 20 m with provision of two (02) nos. EOT Cranes of capacity 10T each** parallel to the Fabrication Bay is to be constructed.

Further, there is only one gate called the main gate, which is used both for personnel and materials. With multifold increase in unit's operation, this gate is posing space constraint for the trucks waiting for loading /unloading. **Hence, a separate Material Gate is to be developed and constructed adjacent to new fabrication bay.**

For smooth material flow from new fabrication bay & proposed open gantry to shop, linking of main platform of central stores with proposed open gantry is a must. For this purpose, a **battery operated transfer trolley of 20T capacity is to be installed, for which laying of 110m long rail track is required.**

Name & Signature of Bidder

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With multifold increase in production activities, the related shipping area needs augmentation. For this purpose we have decided to extend existing three production bays of 84 m long by additional 48 m. Hence, **expansion of all the existing three production bays by additional 48M has been proposed under this scheme along with provision of two additional EOT cranes (10/3 T) apart from existing EOT cranes of maximum 75 T capacity.**

The increased production activities have resulted into generation of office records in almost same proportion and there has been considerable induction of fresh manpower. The available office space has been optimized with the provision of modular seating arrangement to accommodate the additional manpower. For proper storage of office records a separate space is to be created. Therefore, **construction of first floor of existing annexe building with provision of Steel Optimizers is to be carried out.**



SCOPE OF WORK:

1. All the structures should be got designed according to latest IS specifications.
2. Preparation of layouts, elevation etc., scheme and finalization of the scheme in consultation with BHEL Engineers and submission of the layout drawings showing all building structures, test pit, core pit, panel room, etc. complete.
3. Execution of soil investigation shall be the responsibility of contractor under supervision and instructions of IIT/ IT BHU officials (arranged by the bidder) and soil testing report/recommendations to be accepted and approved by IIT/ IT BHU.
4. After finalization of landscaping & General Arrangement (G.A.) drawing submitted by the party, party is required to prepare & submit Bill of quantities (BOQ), estimate and specification along with schedule of time for tendering which should be at least 90% accurate.
5. The consultant shall prepare complete working drawing which include G.A., structural, sanitary drawing, external and indicating guidelines and instruction for maintenance, painting and other finishes of the constructed work site and supply adequate no. of drawing for execution of work at free of cost. The scope also includes preparation & submission of as built drawings.
6. The consultant shall prepare G.A. design & drawing of the shops, approaches, pathways, gate etc. with detailed technical specification for approval of BHEL.
7. Design & Drawing of RCC structure of the above-mentioned work including bar bending Schedule.
8. Design & Drawing of structural steelwork including fabrication drawing, shop drawing, erection drawings and DOD (Details of Drawing) list.
9. Plans of services line etc. including layouts of water supply lines, Sewerage system, storm water drains etc. disposal of effluent satisfying ISO-14001, OHSAS-18001 etc. complete.
10. Submission of list of structural section & reinforcement to be procured including section wise quantities estimated for utilization in this project involved in covering scope of work well in advance.
11. The party is required to prepare bill of material.
12. Preparation of list of drawing and submission of schedule.
13. Time bound schedule of different works.
14. The contractor will provide consultancy services required during execution of work. Site visit as and when required by BHEL during progress of construction limited to a maximum of twenty (20) nos. shall be included in the rates quoted. No separate charges for travel/stay is payable by BHEL.
15. All submission of details design calculations & conclusions are after verification and approval by any IITs/ IT BHU.
16. Submission of comprehensive planning scheduling, controlling of complete project on the basis of CPM/ PERT or whichever is applicable.
17. Submission of adequate no. of complete approved working drawing for execution of the work (at least 4 copies of each) before start of civil construction work.



18. The detailed scope of services to be performed by consultant shall include but not be limited to those as briefly outlined here and in the contract agreement. Any other activity found necessary for satisfactory completion of the project, shall also be the responsibility of the consultant.
19. The consultant shall modify drawings & design, incorporating required suggestions changes etc. and prepare final concept design along with revised technical specification, BOQ & cost estimate.
21. Existing layout plan of the BHEL premises will be provided by BHEL to the consultant for reference.
22. In addition to afore-mentioned activities, the consultant shall submit all details required during execution of the work.
23. All required drawing are to be submitted well in time so that no civil work get delayed for want of drawing.
24. Tender evaluation for civil work & recommendation if required.
25. Provide technical advice/ recommendation regarding site related construction problem as & when they crop up.

INSTRUCTION TO TENDERERS:

- 1 Offers should be strictly in accordance with the tender specification & General Instructions to the tenderer enclosed herewith. All terms & conditions of the tender should be accepted unconditionally by the tenderer.
- 2 Clarifications, if any, of Technical/ Commercial nature, can be obtained from the Sr. Mgr.(Maint & Modern), HERP, BHEL, Varanasi but such requests shall be entertained before submission of the tender. No deviations with respect to terms & conditions of the tender are acceptable.
- 3 The tenderers are required to quote for the complete scope of work with rates for all the items & no column should be left blank. Tenderers quoting for part of the work or incomplete in any respect are likely to be rejected.
- 4 BHEL reserves the right to accept or reject any of the bid/ all bids with or without deviation or cancel/ withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.

Note:

- 1 Design calculations for each structure should be submitted in one lot for approval to BHEL.
- 2 Consultant shall submit detailed working sheets along with abstract of quantities for structure-wise BOQ.
- 3 Consultant is expected to give most economical design for the civil structures, however without compromising on relevant BIS standard, BHEL specifications & statutory requirement.
- 4 Consultant is expected to bring to the notice of BHEL any aspect of specification, which is at variance with codal provisions and standard practice.

Name & Signature of Bidder

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QUALIFYING CRITERIA FOR TENDERERS:

A. QUALIFICATION REQUIREMENTS

Only those tenderers will be considered technically suitable who fulfill following qualifying requirements:

The tenderer should have, in the last seven years ending on 31.03.2010, successfully completed the consultancy contract for architectural & structural design works for factory shed/ industrial building having steel structural roofing and operation of EOT cranes of minimum 10T capacity therein. Values of such consultancy work should be as under:

- (a) One contract of value of Rs.32.00 Lacs or above, or
- (b) Two contracts of value of Rs.20.00 Lacs or above each, or
- (c) Three contracts of value of Rs.16.00 Lacs or above each.

And

The tenderer shall be financially sound and should have achieved an average annual financial turnover of minimum Rs.16.00 Lacs per year over three consecutive financial years ending on 31.03.2010.

B. DOCUMENTS REQUIRED

The Tenderer shall submit documents in respect of possessing qualifying requirements as under duly certified and stamped by his authorized signatory:

- (a) List of contracts undertaken with details and contract value meeting the above conditions.
- (b) Copies of work orders issued by customers.
- (c) Copies of completion certificates issued by customers.
- (d) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures.

C. ACCEPTANCE FOR REVERSE AUCTION

BHEL may decide the prices through Reverse Auction. Bidders must confirm their specific acceptance for Reverse Auction as per terms in Annexure-E attached. The decision for Reverse Auction will be taken after opening of Techno- commercial bid.

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TECHNICAL SPECIFICATION:

1.0 Preparation of Civil Work Specification & Estimate including bill of quantities (BOQ). These document shall be self sufficient and shall clearly indicate the scope of work, detail of material and work specification, method of measurements, specific technical requirements etc. the cost estimate and detailed Bill of Quantities (BOQ) i.e. various item of work required to be executed and their quantities and bill of material. The quantities indicated in the BOQ shall be reasonably accurate and in no case shall vary by more than $\pm 10\%$ from the actual quantities.

1.1 Engineering Design, preparation of design document & drawings. The design agency shall perform all engineering services required for detailed design and drawings for following works including their approval from IIT/IT BHU. Civil works for construction of:

- (i) New fabrication bay of 200mx20m in east side of overhead water tank. The bay will have single tier system of cranes with maximum single crane capacity of 30 tones along with other cranes. The structure will comprise of structural steel skeleton founded on R.C.C. footings and steel trusses having sufficient natural illumination with galvalume side sheeting & roofing and proper drainage system. Side walls upto 3m approx. height shall be masonry structure with suitable windows. The flooring of the bay should be industrial flooring with vacuum de-watering of the concrete or any other suitable method to make it hardened. Provision for proper illumination and ventilation to be ensured.
- (ii) One open gantry of size 200x20 m is to be constructed alongwith new fabrication bay keeping common structural columns between shed and open gantry for crane operation. The structure will comprise of structural steel skeleton founded on R.C.C. footings and steel trusses. Design of open gantry should be suitable for its conversion to covered shed in future. Provision for proper illumination and ventilation to be ensured.
- (iii) The existing 84m long Bay-I, Bay-II & Bay-III of the production block, will be extended by additional 48 meter. All the three bays have single tier system of cranes. Bay-I & Bay-II have common structural columns on which, cranes are operating both sides. Maximum crane capacity of bay-I, bay-II & bay-III is 10T, 20T & 75T respectively having different span. While extending these three bays, the similarity in structural & civil design has to be ensured to maintain the uniformity and aesthetics. The structure will comprise of structural steel skeleton founded on R.C.C. footings and north light trusses for ensuring natural illumination with leak proof system for roofing and proper drainage system. Side walls upto 3m approx. height shall be masonry structure with suitable windows. The flooring of the Block should be industrial flooring with vacuum de-watering of the concrete or any other suitable method to make it hardened. The extension portion should be properly aligned and matched with existing shed for smooth movement of cranes. Provision for proper illumination and ventilation to be ensured.



- (iv) Material Gate with provision of Guard Room, concrete platform, fencing etc. Development of approach to material gate from highway.
- (v) Laying of Rail Track 110 meter length approx. to connect Open Gantry to main stores platform for operation of Battery Trolley of Capacity-20 Tones.
- (vi) First floor of Annexe Building size: 25mx10m roof height 3.1 meter approx. with provision of stair case and toilet etc.
- (vii) Cable trenches, shop stores, shop toilets etc.
- (viii) Roads, drainage, sewerage, water line, etc.
- (ix) Landscaping of the area including the levels.
- (x) Any other civil work item not specifically covered above but required for completion and proper functioning of the project shall be deemed to form part of the scope.

1.2 The detailed design shall include, but not limited to:

- A. Verification of all data, criteria and information contained in the contract documents.
- B. Generation of all data, criteria and information required for the completion of work including liaisons and interface with BHEL, Varanasi.
- C. Design & Stress analysis of all structures and structural components including their foundation.
- D. Preparation of all construction drawings (Layout, G.A. and Structural) required for the complete execution of civil works, material selection.
- E. Sufficient detailing shall be done in all drawings so that no difficulty is faced by civil contractor during the execution.
- F. Co-ordinate with the civil and other contractors.
- G. Preparation of Field Quality Plan.
- H. Preparation of As-built drawings.

1.3 Visits to site or BHEL Varanasi office.

1.4 The design agency may be required to depute their engineers to site at BHEL Varanasi for any clarification and technical supervision etc. required by BHEL Varanasi.

1.5 The details provided in the civil drawings shall contain all the inputs required for civil construction. The drawings should be self-explanatory to the extent that civil construction engineer shall not be required to refer the civil input drawings. If any clarification is required in basic drawing, he may contact Sr. Mgr.(Maint&Modern).

1.6 The bidder will be required to give break up of quantities of each item as appearing in BOQ with respect to each drawing/ sub-section either on the drawing or annexure separately.

Name & Signature of Bidder

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- 1.7 Description of items provided in the BOQ should be self explanatory, so that no separate procedure is to be written and if at all it is necessary the procedure should be given along with specification/ CPWD schedule.
- 1.8 All design should be done in adherence with the relevant IS code. However, if the concerning IS code does not exist, international code may be referred with due consideration for Indian condition after the approval of BHEL.
- 1.9 The scope of work of soil investigation covers execution of soil investigation under supervision and instructions of IIT/IT BHU officials (arranged by the bidder) and soil testing report/recommendations to be accepted and approved by IIT/IT BHU.

2.0 Specific Technical Requirement

- 2.1 Specific Technical requirements shall be as per inputs provided by BHEL Varanasi from time to time after award of work.
- 2.2 The typical layout drawing of the plant indicating locations for extension of Bay-I, Bay-II & Bay-III of existing production block, construction of new fabrication bay, open gantry, material gate, rail track and annexe building is attached with this specification. The design agency is expected to assess the total work involved and quote accordingly for items mentioned in Price Schedule. The layout drawing is only for information and reference. To assess the actual work tenderers may visit the site in person. No price variation will be allowed due to this.
- 2.3 After award of work, all other necessary inputs required for preparation of specifications and civil design shall be provided by BHEL Varanasi from time to time. The design agency is expected to interact closely with BHEL Engineers at Varanasi and visit site for any inputs/ clarifications. As the time schedule is very tight, it will be in the interest of the design agency to finalize details across the table.
- 2.4 There may be certain cases when on account of revision or change of inputs certain design/ drawing may be required to be redone. No claim on account of this shall be entertained upto 3 revisions i.e., rev. 00, 01, 02, 03 and the design agency is expected to have quoted considering all such eventualities.
- 2.5 All calculations shall be performed and supervised by qualified and experienced personnel and shall be checked and approved by dept. of civil engineering of any IIT/ IT BHU to ensure their correctness and completeness and shall be prepared in a neat, sequential and comprehensive form.
- 2.6 The civil consultant shall promptly reply any clarification required at site or suggestion/ clarification required due to any deviation in work with respect to contract specifications/ drawings.



3.0 BILLING BREAKUP

The billing breakup shall be as per the Price Schedule (Schedule A). BHEL reserves the right to get any item (s) executed and payment shall be made only for item (s) executed by the bidder separately.

4.0 DOCUMENTATION

4.1 All specifications and design documents including computer outputs shall be neatly typed on A4 size paper. The format of design document shall be got approved by BHEL Varanasi.

4.2 All drawings shall be prepared on AutoCAD. All drawings shall be prepared on standard size (viz. A0, A1, A2, A3 & A4). The 'Title Block' shall be as per BHEL, Varanasi's approved design. All prints of the drawings shall be clear and legible.

4.3 Upon completion of construction, the design drawings shall be revised to reflect accurately the Plant facilities as built. The drawings shall be issued under the appropriate revision and marked "AS BUILT".

4.4 The number of copies of design documents and drawings required to be submitted shall be as follows:

A. For approval	No. of copies
1) For BHEL Varanasi's approval	02
2) For approval after revision	02
B. Design calculation/ reports/ documents	02
C. Drawings/ documents required for Construction (Soft copy in CD should also be provided)	04
D. After completion of work	
1) Drawings ("As Built") Hard copies	04
2) Drawings (As Built") Soft Copies in CD	02
3) Design Calculation (Final) Hard Copy	02
4) Design Calculation (Final) Soft copies in CD	02



INSTRUCTIONS TO TENDERER

- 1 Tender will be opened in two part bids

Bid-I: Techno-commercial offer: Should include tender cost (if tender document is downloaded from website), earnest money, documents required for fulfilling the qualifying criteria as per NIT, other documents mentioned above and annexures- A,B,C, D & E attached.

Bid- II. Price bid of only those parties will be opened at the time and date intimated to such agencies on latter date whose Techno-Commercial offer is accepted and Reverse Auction is not resorted to by BHEL.

- 2 This tender conditions & specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent as in a sealed cover boldly superscribing the name of work as given in the tender notice.
- 3 The tender shall be addressed to:

**Sr. Manager (Maint. & Modern)
BHEL, HERP
TARNA SHIVPUR
VARANASI-221003**

Sealed tenders submitted (i) personally, (ii) by courier, or (iii) by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE". Tender should be sent/posted with due allowance for any transit/ postal delay. The tenders received after due date and time of opening are liable to be rejected and offers received by fax/e-mail may not be accepted and acceptance of such offer solely rests with BHEL.

- 4 Tenders shall be opened by authorized officer of BHEL at the time and date as specified in the tender notice in the presence of those tenders or their authorized representative who may be present.
- 5 The tenderer shall closely peruse all the clauses, specification and drawing indicated in the tender documents before quoting. If the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies/ omissions in the drawings or the tender document issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 6 Before tendering, the tenderer is advised to inspect the site of work, drawings and be acquainted with the actual working and other prevalent conditions and facilities available. No claim will be entertained later on grounds of lack of knowledge after submission of the tender.

Name & Signature of Bidder

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7. Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender documents and specification. **Each and every page of the tender specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token of complete acceptance thereof and the information furnished shall be complete by itself.**
8. The tenderer shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the rate quoted in figures shall be treated as final rate. For the purpose of the tender, the metric system of units shall be used.
9. All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and such tenders may be liable for summarily rejection. The tenderer shall duly attest all cancellations and insertions.
10. **DATA TO BE ENCLOSED.** Full information shall be given by the tenderer in respect of the following:
- 10.1 **FINANCIAL STATUS.** Financial viability as per Proforma enclosed at ANNEXURE 'A'.
- 10.2 **PERMANENT ACCOUNT NUMBER.**
Permanent Account Number issued by Income tax department.
- 10.3 **PREVIOUS EXPERIENCE:** A statement giving particulars (duly supported by documentary evidence) of the various services rendered/ in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc. as per *proforma*-ANNEXURE-'B'.
- 10.4 **ORGANISATION CHART:**
The organization pattern indicating name, qualification and experience of engineer present at senior level in the roll of the firm that is totally available with him.
- 10.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
- 10.6 In CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business. **OR**
IN CASE OF PARTNERSHIP FIRM: The names of all the partners with address and their experience. A copy of the partnership deed/ Instrument of Partnership duly certified by a Notary public shall be enclosed. **OR**
IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, address and experience of the Directors.



- 10.7 Declaration sheet as per Performa enclosed at ANNEXURE 'C'.
- 10.8 Check list and schedule of general particulars duly filled in, signed and stamped as per ANNEXURE 'D'
- 10.9 In addition to the above particulars required elsewhere in tender documents,
- (a) Mention your PF code no. allotted to you by the Regional Provident Fund Commissioner.
- (b) Mention your ESI code no. or any other medical policy prevailing in your company.
- (c) Mention your Service Tax Registration No. issued by Central Excise Department.

Note: in terms of clauses 10.1 to 10.9 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary, proofs wherever necessary also need to be enclosed.

11.0 EARNEST MONEY DEPOSIT:

11.1 Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in form of Demand Draft only from any Nationalized Bank in favour of "BHEL, HERP, Varanasi" payable at Varanasi.

Note: Cheques, Money Orders or Postal Orders will not be accepted.

11.2 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.

11.3 The Earnest Money Deposit of the successful tenderer shall be converted & adjusted against security deposit.

11.4 In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after finalization of the tender. The EMD will not carry any interest.

11.5 B.H.E.L reserves the right of forfeiture of Earnest Money of the successful tenderer in the event he-

- (a) After opening of Tender, revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
- (b) Fails to commence the work within 15 days from the date of issue of letter of intent.
- (c) Fails to submit 50% of the total security deposit before start of work.
- (d) Fails to start the work as may be indicated in the Letter of Intent.

12.0 AUTHORISATION AND ATTESTATION:

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

13.0 VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of 90 days from the date of opening of tender. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderer.

Name & Signature of Bidder

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14. **EXECUTION OF CONTRACT:** The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute a contract in the " Prescribed form " as per GCC with the BHEL within a reasonable time after the acceptance of his tender and in any case before the commencement of work. The expenses for completion and stamping and registration of the agreement with prescribed authority if necessary shall be borne by the contractor.

15. **SECURITY DEPOSIT**

Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the letter of intent for satisfactory completion of work.

15.1 The total amount of Security Deposit shall be as follows: i) In the case of work costing upto Rs. 10 lakhs : -10 % ii) Above Rs. 10 lakhs upto Rs. 50 lakhs :-Rs 1 lakh + 7.5 % of the amount exceeding Rs. 10 lakhs. iii) Above Rs 50 lakhs : Rs 4 lakhs + 5% of the amount exceeding Rs 50 lakhs.

15.2 The security Deposit will be deposited within 15 days from the date of issue of letter of intent and before start of work in any one of the following forms.

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

- 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 Offices 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 Banks/ 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.

15.2.2 The validity of the Bank Guarantee furnished towards Security Deposit under above shall be kept valid up to the period of completion of work as stipulated in the Letter of Intent + 3 months claim period.

15.3 If the value of the work done at any time exceeds the contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the contractor or recovered from payments due to him.

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15.4 Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and Cancellation of the awarded work.

15.5 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set Security Deposit, against any claims of any other contracts with BHEL.

15.6 RETURN OF SECURITY DEPOSIT:

After the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute " No Demand Certificate " in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, security deposit retained for 10% of contract value will be released after completion of guarantee period. Alternatively security deposit deposited by the contractor may be released on receipt of a Performance Bank Guarantee for the equivalent amount in the prescribed format with the validity up to the completion of guarantee period plus three months from a nationalised bank in the prescribed format of BHEL.

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

16.0 REJECTION OF TENDER AND OTHER CONDITIONS :

The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

16.1.1 To reject any or all of the tenders

16.1.2 To award the work in part.

16.1.3 In contingency stated in 16.1.2 above to modify the time for completion suitably.

16.2 Conditional and unwitnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.

16.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

16.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL 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.



- 16.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 16.6 Should a tenderer or Contractor or in the case of a firm or Company of Contractors / one or more of its Partners / Shareholders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 16.7 The successful tenderer should not sub – contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

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17.0 **GENERAL TERMS AND CONDITIONS**

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

- 17.1 BHEL (or B.H.E.L Ltd) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi Pin – 110049, or its authorized Officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 17.2 CLIENTS OF BHEL' or 'CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment's.
- 17.3 'CONSULTANT' shall mean the individual, firm or Company who enters into contract with BHEL for providing engineering consultancy services including design & drawing for construction of Production shop, Open Gantry, Material Gate, Rail Track, Extension of existing Production shop, construction of first floor of annexe building etc. and shall include their executors, administrators, successors and permitted assigns.
- 17.4 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Conditions of Contract, Special Conditions contract, of Instructions to Tenderers, the drawings, the technical specification, the special specifications, if any, the tender documents and the Letter of Intent / Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Agreement.
- 17.5 'TENDER DOCUMENTS' shall mean the General Conditions of Contract (GCC) and Tender Specifications.
- 17.6 Letter of Intent shall mean the intimation by a letter / telegram/fax to the tenderer that the tender has been accepted in accordance with provision contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 17.7 'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the design, drawings, documents etc. which are found acceptable by the Engineer being or required standard and conforming to the specifications of the contract.
- 17.8 'TEST' shall mean and include such test or tests to be carried out by the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 17.9 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 17.10 "WORK" or "CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.



18.0 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION

The contract shall be governed by the law for the time being in force in the Republic of India. The civil court at Varanasi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

19.0 COMMENCEMENT & COMPLETION OF WORK

The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay.

19.1.1 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and / or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL' s other rights and remedies in this regard.

19.1.2 All the works shall be carried out as per direction & to the satisfaction of BHEL.

20.0 MEASUREMENT OF WORK AND MODE OF PAYMENT

20.1 All payments due to the contractor shall be made by 'Account Payee' Cheque/ EFT issued from BHEL Varanasi.

20.2 All payments will be made as per " Schedule A " only after completion of that work. No part payment will be entertained. The same will be entered in measurement Book & both the parties will sign in that.

20.3 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.

20.4 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

20.5 The contractor shall bear the expenditure involved if any, in meeting requirements. The contractor shall, provide all the assistance with appliances and other thing necessary for measurement or re – measurement.

20.6 Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.

20.7 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification has been completed in all respect to the entire satisfaction of BHEL. The contractor shall give unqualified ' No claim ' and ' No demand ' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as GCC.

NOTE : Normally it takes approximately 45 days for the payments to be released by BHEL after recording the measurements.

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- 21.0 **RIGHTS OF BHEL:** BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.
- 21.1 To get the work done through another agency at the risk and cost of contractor, in the event of poor progress or the contractor's not starting the work , after once shifting it , poor progress or inability to progress the work for completion as stipulated in the contract , poor quality of work persistent disregard of instructions of BHEL assignment , transfer , subletting of the contracted work without written permission of BHEL , non – fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
- 21.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of erection and get it done through another agency and / or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons / BHEL's obligation to its customer.
- 21.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
- 21.3.1 Contractor's continued poor progress.
- 21.3.2 Withdrawal from or abandonment of the work before completion of the work.
- 21.3.3 Corrupt act of the contractor.
- 21.3.4 Insolvency of the contractor
- 21.3.5 Persistence disregard of the instructions of BHEL Assignment, transfer, subletting of the contract work without BHEL's written permission.
- 21.3.6 Non – fulfillment of any contractual obligations or obligations under the law.
- 21.4 To recover any money due from the Contractor from out of any moneys due to the contractor under this or any other contract or from the Security Deposit.
- 21.5 To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and / or to levy liquidated damages for delay in completion of work.
- 21.6 To restrict or increase the quantity and nature of work to suit site requirements, since tender specification is based on preliminary documents and quantities furnished therein are indicative & approximate, rates quoted shall not be subjected to revision.
- 21.7 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress / deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.
- 21.8 While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation / extra payment on this account.
- 21.9 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.



22.0 CONSEQUENCES OF CANCELLATION: Whenever BHEL exercises its authority to terminate the contract and withdraw a portion of work under clause 23, the work may be got completed, by any other means, at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

22.1 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of material purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

23.0 FORCE MAJEURE

23.1 The following shall amount to force majeure conditions. Acts of God, act of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the contractor has no control.

23.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of any such contingency provided the contractor immediately reports about the same to BHEL in writing supported by documentary evidence but the Contractor shall not be eligible for any compensation on this account.

24.0 GUARANTEE:

The satisfactory and safe performance of the work done by the contractor shall be guaranteed up to one year from the date of the completion of work.

25.0 PENALTY:

A penalty of 0.5% per week shall be levied on that stage payment for each week of delay in any stage, limited to total cumulative penalty of 10% of contract agreement value.



26.0 ARBITRATION:

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer 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 sole arbitration of the Head of the Unit or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996.

- 26.1 The parties to the contract understand and agree that there will be no objection that the Head of the Unit or the person nominated as arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- 26.2 In the event of the arbitrator's death or resignation or incapacitation or he/ they/ himself/ themselves neglecting or refusing to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the Head of the Unit or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 26.3 The arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the arbitrator at his discretion may determine.



STAGE OF PROGRESS AND TERMS OF PAYMENT

	Particulars	Period of Submission	Terms of Payment
1.	Total scheme of work including General Arrangement (G.A.) drawing and General Design (G.D.) featuring all services, plan, cross section, etc.	15 days from LOI	No payment
2.	(i) Finalization of the scheme layout, plot plan and G.A. features etc. in consultation with BHEL and submission of finally accepted plan. (ii) Submission of list & quantity of all materials (with minimum of 90% accuracy) such as structural steel, reinforcement & cement required for the total project to enable procurement by BHEL. (iii) Submission of BOQ, quantity estimate, detailed technical specification & tender documents for inviting the tender for main civil work for the shop etc. for project as per CPWD DSR-2007. Submission of B.O.Q. for other services like drainage etc. as required by engineer Incharge.	One and half month from LOI	Pay 25%
3.	Submission of detailed design, drawing & details for firefighting, water supply, drainage & for all the services as required for the completion of the project.	Two Months from LOI	10%
4.	Submission of detailed design, calculation (two copies), duly vetted by IIT/IT BHU along with detailed final drawing (six copies) for execution of civil works, Structural Steel works (Fabrication & Erection drawings including quality check plans) pertaining to complete project and comprehensive planning schedule for monitoring the project and G.A. detailing and finishing.	Two and half months from LOI	40%
5.	Drawing for services system, G.A. finishing scheme, colour scheme, landscaping etc.	Three months from LOI	15%
6.	On completion of project and submission of as-built drawings or 24 months from the date of issue of LOI & after satisfactory completion of items 1 to 5 above, whichever is earlier.	One Month From completion of construction Work.	10%

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FINANCIAL VIABILITY

1	Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts)	Rs:
2	Quantum of business done during last three Financial years (TURNOVER) 2009 – 2010 2008 – 2009 2007 – 2008	Rs: Rs: Rs:
3	Value of fixed Assets of the Business in last three Years 2009 – 2010 2008 – 2009 2007 – 2008	Rs: Rs: Rs:
4	Guarantee limits (if any) enjoyed by the firm	Rs:
5	Over draft limits (if any) enjoyed by the firm	
6	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.	

Note : All the above documents should be duly certified by auditors / Bank as may be applicable.

Name & Signature of Bidder

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ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS:

SL NO.	Agency by whom Awarded(Contact address & Telephone No)	Location of the Project	Particulars of the works awarded	Contract value	Date of completion

Name & Signature of Bidder

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DECLARATION SHEET:

_____ on behalf
of _____ M/s

_____ hereby certify that, all the information
and data furnished by us with regard to this tender
No. _____ are true and complete. We have
gone through the specification, conditions and stipulations in detail and agree to
comply with the requirement and intent of specification.

We, further declare that, the rates quoted by us in price bid are unconditional and
unambiguous.

Name & Signature of Bidder

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CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

Note: Tenderers are required to fill in the following details and no column should be left blank

1.	Name & address of the Tenderer	
2.	E-Mail ID	
3.	Phone No. (Office) Mobile No. (if any) Fax No.	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	Tenderer's proposal no. & date	
6.	Whether EMD submitted (By cash/ demand draft). Give detail	
7.	Validity of offer/ rates quoted for three months from the date of opening of tender	Yes/ No
8.	Financial status as per Clause 10.1 (in the format Annexure A)	Yes/ No
9.	Permanent Account No. as per clause no. 10.2	
10.	Details of experience as per clause 10.3	Yes/ No
11.	Attested copy of Power of Attorney as per clause 10.5	Yes/ No
12.	Detail of type of firm as per clause 10.6	
13.	Declaration sheet as per clause 10.7 (in the format Annexure C)	Yes/ No
14.	PF Code No.	
15.	ESI Code No./ Medical Policy detail	
16.	Service Tax Registration No.	

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REVERSE AUCTION (RA)

BHEL may go for Reverse Auction (on line bidding on the Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below:

- a) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b) BHEL will engage the services of a service provider who will provide all necessary training and assistance / demonstration before commencement of on line bidding on internet.
- c) BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/demonstration.
- d) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- e) Vendors have to fax the Compliance form in the prescribed format (provided by Service Provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- f) BHEL will provide the calculation sheet which will help the vendors to arrive at “Total Cost to BHEL” by including items like packing & forwarding charges, Taxes & Duties, Freight charges, Insurance, Service Tax for services and loading factors (for non-compliance to BHEL commercial terms & conditions) for each of the vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- g) Reverse auction will be conducted on a scheduled date & time.
- h) At the end of Reverse auction event, the lowest bid value will be known on the network.
- i) The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through service provider within 24 hours of Auction without fail.
- j) Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- k) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
- l) Tenders when finalized shall be in the name of the Bidder only and change of name during tender evaluation (without certificate from registrar of company/other appropriate Authority) and after submission of the Tender is liable to make the offer ineligible for participation.

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“ PART-B ”

PRICE BID

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Name & Signature of Bidder

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PRICE BID
(Rates to be quoted)

SI.No	Description	Unit	Rate Quoted (In figure and Words)
1.	Providing the total scheme, plot plan, layout, elevation, detailed engineering designing & drawing including all services like water supply, fire fighting, services such as sewerage, drainage, roads and pathway, preparation of BOQ for civil works and structural works including construction drawings, tender schedule based on DSR 2007 and prevailing market rates, G.A. features for New Fabrication Bay 20m x 200m, Open Gantry 20m x 200m, Extension of existing three bays by additional 48m, development of material gate, rail track for battery operated trolley-20T, Annexe building first floor and auxiliaries etc. for successful completion of the total project. The quoted rates shall include charges for periodic supervision of work and inspection as and when required by BHEL/ limited to a maximum of twenty (20) visits.	Lump Sum Rate	
2.	Periodic visits for supervision and inspection of civil works performed beyond twenty (20) visits when necessitated on request of BHEL. No separate charges for travel/stay will be paid by BHEL.	Per Visit	
3.	Service Tax (mention the Rate & Amount)		

- i) The price indicated above at S.No. (1) and S.No.2 shall be exclusive of services tax applicable for such contract. However while raising the invoice on BHEL you are required to break up the billing amount into your fee & tax portion. Service tax is payable against service tax registration by the party and they have to show service tax portion separately in their invoice.
- ii) Payment under this contract shall be released in stages as detailed in tender document under heading "STAGE OF PROGRESS AND TERMS OF PAYMENT" & upon satisfactory completion of work. However request of party for part payment if any at intermediate stage may be entertained by BHEL on the basis of merit of case.
- iii) BHEL shall deduct the tax at source as applicable from time to time as provided under Income Tax act, UP VAT Act 2008, FINANCE Act 1994 (relating to Service Tax) as applicable.
- (2) TAX and INSURANCE
All taxes, levies and duties payable under this contract shall be responsibility of consultant.
BHEL will be immune from any claims and responsibility in this regard.

Name & Signature of Bidder

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