

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	TENDER DOCUMENTS Page 1 of 15
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TENDER DOCUMENT		

Tender Notice No	BAP /ERN /JPL-TAMNAR/ESP /C-345
Name of work	Restoration of damaged ESP pas-D in unit# 4 (600MW) at OP Jindal Power Ltd, STPP, Tamnar, Chhattisgarh.
Type of tender	Open tender.
Period of contract (ref Cl.17 in Page 12)	6 (Six) Months
Earnest Money Deposit (EMD) Amount (ref Cl.2 in Page 4)	Rs.2,00,000/- (Rupees Two lakhs only)
Tender Document Charges(ref Cl.3 in Page 4)	Rs.1180/- (For download from internet) Rs.1770/- (Through Post)
Last date & Time for Receipt of the Tender (ref.: Cl. 6 in Page 4)	25-March-2021 at 14.30 Hrs.
Date of Technical bid Opening (Cl. 6 in Page 4)	25-March--2021 at 14.30 Hrs.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening (Ref. Cl. 27 in Page 6)	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in Erection Services Department (Nearer to East-Gate), BHEL –BAP- Ranipet – 632406.
Address on the Sealed Tender Cover to be:	The Sr.DGM / Erection Services Department BHARAT HEAVY ELECTRICALS LIMITED RANIPET, VELLORE DISTRICT TAMIL NADU– 632 406.
Venue of the Tender Opening	Office of Sr.DGM/ES Dept./BHEL/BAP/Ranipet
Note: All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > Tender notifications > view corrigendum) only and not in the newspapers. Bidders shall keep themselves updated with all such developments.	



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SPECIAL INSTRUCTIONS TO BIDDERS

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1. This Booklet consists of the scope and bill of quantities of the entire work etc.
2. The Bidders are requested to go through the instructions contained in the documents attached and quote in the Rate Schedule attached.
3. The Bidders are advised to go through the General conditions of contract, Special conditions of contract, Tender specifications and all parts of this tender document and fully understand the scope of work before quoting. Any doubt in the documents should be got clarified from Erection Services Department of BHEL, Ranipet before submitting their offer.
4. Bidders shall note that all consumables, tools & tackles and **all the required Cranes**, are to be provided by the contractor.
5. **No advance payment towards mobilization of site operation** or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.
6. **The Tender Documents should be submitted duly signed and stamped in all the pages** of the Tender Specification, General conditions of contract, special conditions of contract, Annexure etc. by the Bidder.
7. The bidders shall submit the duly filled up **Formats** given in this tender document, along with the offer.
8. Time is the essence of the contract and all the resources required for Dismantling and erection of ESPs shall be arranged by the contractor with in the stipulated time period for avoiding any demurrage / penalties.
9. BHEL is not bound to accept the lowest or any bid and will have the right to reject any or all the bids without assigning any reason whatsoever. It is to be noted that a two-part evaluation system will be used for this tender. Please read the relevant portions of the tender / NIT. Hence, it is essential that the bidder submit a comprehensive technical proposal in their bid.
10. No Special tools are envisaged to be provided by BHEL except lock bolting M/c. and Blower & ventirimeter(for conducting Air leak-test)
11. Approval, if any, required from statutory authorities like Labour Commissioner, should be obtained by the bidder at his own cost and risk.
12. The bidder should mobilize maximum labour force from the local area of work.
13. These Tender Documents are not transferable.
14. Offer of the Bidder with all the required documents should be submitted so as to reach the specified addressee as per schedule given in the notice-inviting tender.

15. ADDRESS FOR SUBMISSION / POSTING OF BID DOCUMENTS, COMMUNICATION AND CLARIFICATION.

**THE Sr. DY. GENERAL MANAGER,
ERECTION SERVICES
BHARAT HEAVY ELECTRICALS LIMITED,
BOILER AUXILIARIES PLANT,
RANIPET – 632 406.**

Phone No.:04172 - 241171 / 284973

Fax : 04172 - 242011

E- mail : plramana@bhel.in



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NOTICE INVITING TENDER

Sealed offers in TWO PARTS are invited from experienced bidders meeting the requisite Qualifying Requirements (QR) for the work mentioned below. Points relevant to the tender are mentioned below and are to be complied with.

TENDER SPEC.: No : BAP /ERN /JPL-TAMNAR/ESP /-345

1. **NAME OF THE WORK:..** Restoration of damaged ESP pas-D in unit# 4 (600MW) at OP Jindal Power Ltd, STPP, Tamnar, Chhattisgarh, using contractor's own tools and plants, cranes(tower crane, Mobile crane etc.) , consumables, manpower etc. .
2. **EARNEST MONEY DEPOSIT(EMD): Total EMD is Rs. Rs.2,00,000/-(Rupees Two lakhs only)** Every tender must be accompanied by the prescribed amount of earnest money deposit).
3. **Tender Document Charges** (Non-refundable)
 - 3.1 If the bidder downloads the tender documents from the website, then Rs.1180/- shall be paid by the bidder.
 - 3.2 If the bidder requested for tender documents through post, then Rs.1770/- shall be paid by the bidder
4. **Mode of payment** of Earnest money deposit (EMD) & Tender Document charges.
 - 4.1.1 **Electronic Fund Transfer** credited in BHEL account No.**10664849171** SBI-Mukundarayapuram, IFSC Code: **SBIN0007013** (before Technical-Bid of tender opening)
 - 4.1.2 Banker's Cheque/Pay Order/ **DEMAND DRAFT** drawn in favor of M/s BHARAT HEAVY ELECTRICALS LIMITED **payable at RANIPET**.
 - 4.1.3 **Cash deposit** as permissible under the extant of Income Tax Act (before tender opening)
 - 4.1.4 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as detailed in the companies Act (FDR should be in the name of the contractor A/c BHEL).
- 4.2 **An offer / bid that is not accompanied by the requisite EMD amount is liable to be summarily rejected.**
- 4.3 **MSME/NSIC registered parties are also required to submit the EMD for the full value and no exemption is applicable.**

5.0 **TENDER SCHEDULE:**

a.	SALE OF TENDER SPECIFICATION DOCUMENTS	18-Mar-2021 to 25- Mar-2021
b.	PRE- BID MEETING	Not applicable
c.	DUE DATE AND TIME FOR SUBMISSION OF OFFER	25-Mar-2021 at 14.30 Hrs.
d.	DATE & TIME OF OPENING OF TECHNICAL BID	25-Mar-2021 at 14.30 Hrs.

Note: **Please obtain updated information from the BHEL website about the latest applicable dates.**

- 6.0 **PRE BID MEETING:** Not Applicable
- 7.0 **OPENING OF TENDER:** Technical bids will be opened on the mentioned date at the office of the Sr.Dy. GENERAL MANAGER, ERECTION SERVICES DEPARTMENT, BAP., BHEL, Ranipet.
- 7.1 In case the opening of the tender is, a non-working day then the opening will be taken place on the next working day.

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8. Tender specification documents with complete details are hosted in web page (www.bhel.com). Bidders can directly download the same and use for submission of offer. Tender document charges shall be paid to BHEL along with or before submission of offer. 9. Interested bidders may alternately collect hard copy of tender specification documents from Erection Services Department / BHEL / Ranipet on all working days (between 10.00 to 17:00 hrs) within the sale period on payment of tender document charges. 10. BHEL will not take any responsibility for delay/loss of documents or correspondence sent by courier/post. 11. BHEL reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever. 12. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in (a) the web page (http://www.bhel.com/tender/tender_home.php- view corrigendum) and (b) The Central Public Procurement Portal only and not in the newspaper. Bidders shall keep themselves updated with all such developments. 13. BHEL reserves the right to reject any offer on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past. 14. QUALIFYING REQUIREMENTS (QR): The Bidder must satisfy the following Qualification Criteria for participating in the Tender. 15.1 The average financial turnover of the company during the last 3 years, ending 31st of March 2020, should be at least of Rs. 1.82 Crores. Audited balance sheet and profit & loss account of the company for the last three financial years (FY) ending on 31/03//2020 duly certified by chartered accountant /auditor should be submitted. AND 15.2 Experience of having successfully completed “Erection/Retrofitting/ Renovation/Revamping of BHEL make ESPs in any power plants or steel plants or cement plant of capacity 60 MW or above rating”, during last 7(SEVEN) years ending 28-Feb-2021. (OR) 15.3 Experience of having successfully completed either of the following similar works during last 7 years ending 31-Jan-2021. a) One similar completed work each costing not less than the amount equal to Rs: 4.86 Crores (OR) b) Two similar completed works each costing not less than the amount equal to Rs:3.04 Crores . (OR) c) Three similar completed works each costing not less than the amount equal to Rs: 2.43 Crores . 15.4 Definition of Similar work: Erection/Retrofitting/Revamping/Renovation/Augmentation works involving ESPs in any coal/lignite fired power plants, cement plants, steel plants . A bidder must satisfy all the qualifying requirements enumerated as in (15.1) and (15.2 or 15.3) above concurrently in order to participate in this tender. 16. Supporting documents for QR: Bidder shall submit documents in support of possessing qualifying requirements as under, duly self-certified and stamped by the authorized signatory. (i) List of jobs done with the name of the project, Owner of the project, Name of the customer, Work order reference No and date, brief details of jobs, executed value, date of start, date of completion. (ii) Certified Photocopies of work orders issued by the Customer containing details of bill of quantities/schedule of rates and certificates for proof of satisfactory completion of work. (iii) Certified Photocopies of Audited profit and loss account accompanied by relevant schedules for turnover figures. 17.0 Seeking clarification on Tender Specification: Clarifications, if any shall be sought through written communication only, indicating the specific clauses in the Tender Document, so as to reach the specified office at least seven days before the last date for bid submission.		

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	18. BHEL shall not be responsible for Receipt of queries after the due date for seeking of clarification due to postal delay. Any clarification / query received after the last date for seeking the same may not be normally entertained by BHEL and no time extension will be given. 19. BHEL may decide holding pre-bid meeting (PBM) with any /all intending bidders. On such communication from BHEL, the bidder shall ensure participation in the same at the appointed time, date and place as may be decided by BHEL. Bidders are advised to visit the site and completely familiarize themselves with the site conditions. 20. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the checklist. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender specification (Forms and Formats). The bidder may have to produce original documents for verification, if so desired by BHEL. 21. Offers received with any deviation or without relevant information are liable to be rejected. 22. Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected 23. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the checklist. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender specification (Forms and Formats). The bidder may have to produce original documents for verification, if so desired by BHEL. 24. Offers received with any deviation or without relevant information are liable to be rejected. 25. VALIDITY OF OFFER: The validity of the offer shall be 180 days from the date of bid opening (including extensions, if any). No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period. 26. LIQUIDATED DAMAGES: Time is the essence of the contract. The contractor has to complete the scope of work within the contract period. If the Contract-period gets extended due to reasons solely attributable to the contractor, then the “Liquidated Damages” at the rate of 0.5 % of left over contract value plus escalation per week of delay or part thereof subject to a ceiling of 10% of the contract price plus escalation shall be levied unless otherwise specifically waived-off. 27. Reverse Action (RA): Not applicable for this tender. 28. BID EVALUATION : The offer submitted by bidders who meet the requisite Qualifying Requirements will be evaluated in two stages, namely Technical Bid Evaluation and Price Bid Evaluation. The bids which meet the qualifying requirements, will only be further considered for Price Bid Evaluation. 29. OPENING OF PRICE-BID: Bidders whose technical bids are found acceptable to BHEL shall be intimated separately about the status of their offers. Date of price bid opening shall be intimated to the qualified bidders only. 30. PRICE BID EVALUATION CRITERIA: The successful bid shall be based only on the total quoted value for the entire scope of work, in the sealed “Price bid” .or “Reverse Auction (RA)” as applicable. 31. EPF registration: Bidders should furnish the EPF code and registration details along with the bid. Bidders who have not registered and do not possess EPF code, if awarded the work, should immediately register and obtain the code.	
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32.	Integrity Pact(IP): IP is applicable for this tender. Name and Address of Independent External Monitor (IEM) for Integrity Pact is: a. IEM :Sh. Arun Chandra Verma, IPS (Retd.) and Sh Virendra Bahadur Singh, IPS (Retd.) For Tender Control No.: TPRP20210057, Tender No.: BAP /ERN /JPL-TAMNAR/ESP /-345, Tender Item Description: Restoration of damaged ESP pas-D in unit# 4 (600MW) at OP Jindal Power Ltd, STPP, Tamnar, Chhattisgarh. b. Integrity pact(IP): IP is a tool to ensure that activities and transactions between the company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) has been appointed to oversee implementation of IP in BHEL. c. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be complete to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. d. Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. e. No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.”	
33.	ORDER OF PRECEDENCE: In the event of any ambiguity or conflict between the clauses / statements in Tender Documents, the order of precedence shall be in the order below. a. Amendments / clarifications / corrigenda / errata etc. issued. b. Notice Inviting Tender (NIT) c. Price Bid. d. Technical Conditions of Contract e. Special Conditions of Contract. f. General Conditions of Contract g. Forms & Procedures	
34.	In the event of any conflict between requirements of a clause/s of this specification /documents/drawings /data sheets etc. and different standards / codes specified, the same is to be brought to the notice of BHEL before submission of offer; else, BHEL’s interpretation shall prevail.	
35.	Typographical error/missing pages/other errors in the tender documents noticed, must be brought to the knowledge of BHEL in writing before submission of offer, else BHEL’s interpretation shall prevail.	
36.	Multiple Bids: The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered “Multiple” in the following circumstances: a. Two bids by the same party. If one bidder is the Affiliate of another bidder. For the purpose of this clause “Affiliate” shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition; “Person” for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.”	

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37. **Fraud Prevention Policy:** The bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice.

38. **Suspension of Business Dealings:** The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. (http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

39. MSME/NSIC registered parties are also required to submit the EMD for the full value and no exemption is applicable.

40. **SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from

41. Offer submitted in response to this NIT confirms your unqualified, unconditional acceptance of all Terms & Conditions of this NIT and its annexures .Any conditional / incomplete /unsigned bid shall be regarded as non-responsive and would be liable to be rejected.

42. BHEL reserves the right to assess Bidder’s Capacity and Capability

43. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.

44. Cost of bid preparation along with supporting documents as called for and submission of the same is to bidders account

45. In case if the contractors working in the same project site, while quoting for this tender shall provide separate set of Tools & Tackles, Man Power etc and shall not mix with the facilities already available in the other contract.

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Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
3. **Invoicing & Payment:** The Tax Invoice for supply of Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
Chhattisgarh GSTIN of BHEL Nodal Agency 22AAACB4146P3ZN
 - a. HSN Code or Service Accounting Code for supply of goods or services.
 - b. Name & address of supplier
 - c. GSTIN of Supplier
 - d. Consecutive Serial No. & date of issue
 - e. Description of goods or services
 - f. Total value of supply
 - g. Taxable value of supply
 - h. x Rate – Central Tax & State Tax or Integrated Tax,
 - i. Amount of Tax charged
 - j. Place of supply
 - k. Address of delivery if different from place of supply
 - l. Signature of authorized signatory
4. **Reimbursement of GST:** It is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL
5. **Input Tax Credit:** 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 & penalty levied/ leviable.
6. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
7. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).



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8. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
9. **Penalty for Non-compliance of GST Act.** Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.
10. **Anti-profiteering Measure:** Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
11. **Other Provision:** The agency should quote the applicable taxes and duties in the technical bid (Part-I) as well as in price bid (part-II).
12. 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).
13. 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.
14. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

The following details to be furnished by the bidder:

Sl. No	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

The bidder has to submit this document along with their offer after duly signed & sealed by the authorized person.

SIGNATURE OF THE CONTRACTOR



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1. PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- a. The tenderer must submit their tender in two parts in separate sealed covers prominently super scribed as PART-I TECHNICAL BID and PART-II PRICE BID and also indicating on each of the covers the TENDER SPECIFICATION NUMBER AND DUE DATE AND TIME OF SUBMISSION as mentioned in the tender notice..
 - i. **PART-I (TECHNICAL BID) COVER-I** :Excepting rate schedule, all other documents , data sheets and details called for in the specification shall be enclosed in PART-I “TECHNICAL BID”.
 - ii. **PART-II (PRICE BID) COVER-II** : All indications of price shall be given in this PART-II “PRICE BID” only.
- b. These TWO COVERS I & II (PART-I AND PART-II) shall together be enclosed in **A THIRD ENVELOPE (COVER-III)** along with requisite EMD (in a separately sealed envelope superscribed as “EMD-Cover”) as mentioned in the notice inviting tender and this sealed cover shall be super scribed and submitted to Sr. DGM/ERECTION SERVICES at the address given in “special instructions to tenderers” on or before the due date.



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PROJECT INFORMATION

1. Purchaser and Owner: **Jindal Tanmar Thermal Power Plant**
is a coal-based thermal power plant
2. Location : Tamnar Rd, Tamnar, Chhattisgarh 496111
(Tamnar village near [Raigarh](#) town in [Raigarh district](#))
3. Nearest Railway station : RAIGARH , 22.62 km away
4. Nearest Airport : Raipur Airport : 235 Km approx

Before submitting his/her/their offer, the bidder has to get thoroughly acquainted with the site conditions with reference to Operating procedures inside the plant, security rules for access and movements, HSE rules prevailing in the plant, site interference problems, space for installation of tower cranes and mobile cranes etc. for safe execution of the work with in the time limit. No compensation or revision of rates will be entertained at a later date for not having proper knowledge of the site conditions.

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<u>TENDER SPECIFICATION</u> TECHNICAL SPECIFICATION NO. : BAP /ERN /JPL-TAMNAR/ESP /-345 01. BROAD SCOPE OF WORK: Scope of works involved is described below: A- Dismantling works: i. De-commissioning of damaged ESP pass-D and isolation from rest of the ESP(Pass-C) of Unit # 4 ii. Complete dismantling of damaged/fallen inlet funnels, inlet duct up to inlet gates, damaged fields(1,2,3) hoppers etc., iii. Dismantling of HVR transformers, disconnecting switches, insulator housing, monorail beam, EOH, Pent house structure and sheeting.. iv. Dismantling of internals, inner roof, outer roof, inlet & outlet funnels, roof beams, HVRs, Disconnecting switches, Rapping motors, HVR handling system, casing panels including insulation wool, supporting structure, Hoppers including insulation, supporting columns/ brazings support bearings etc, cables, & cable trays, Junctions boxes etc complete. v. Dismantling of Duct between ESP inlet funnel to inlet Gate. vi. Dismantling of Duct between ESP outlet funnel to outlet Gate. vii. Devolution of all dismantled scrap materials to customer's scrap yard/store yard with in 3 KM range. B- Unloading Works: Receipt of Materials from Lorries/Trilers, unloading, stacking and storage at BHEL/Clients stores/store yard as per BHEL Engineer instructions. The Approximate materials to be handled is 2400 MT. C- Erection Works: Receipt of ESP components from BHEL Storage yard (located within 3 KM range from work spot) transporting to ESP area, pre assembly, erection, alignment, welding, testing and commissioning of each ESP pass separately comprising of following major items as per BHEL, Drawings manuals and BHEL Engineer's instructions i. Erection of Supporting structures (X81), Support bearings. ii. Erection of casing structures, intermittent frames, . iii. Erection of roof beams, insulator support panels, CE & EE frames, inlet GD housing, GD screens, inlet & outlet funnels. iv. Erection of Inner roof, outer roof, Insulators housings, HVRs, Disconnecting switches, CE rapping system, EE Rapping system, GD rapping system v. Erection of stair- case, platforms for CE rapping, GD rapping. vi. Erection of HVR handling system & Electrically operated Hoist (EOH). vii. Erection of mechanical interlock system viii. Erection of Pent house structure and sheeting works ix. Erection of duct between ESP outlet funnel to Outlet gate. x. Erection of duct from ESP inlet funnel to inlet Gate. xi. Erection of PG test pockets, approach platforms etc. xii. Laying and termination of all power & control cables. xiii. Erection of cable tray, junction boxes, push button stations, heaters, ALI, thermostats. D- Insulation works: i. Fixing of 50 MM thick LRB wool mattress with 0.71 mm All cladding sheet for entire ESP like casings, hoppers, funnels, insulator housings etc as per BHEL drawings and instructions.. ii. Fixing of 50 mm thick LRB wool (without cladding) in between ESP inner- roof and outer- roof. iii. Fixing of 50 mm thick LRB wool mattress with 0.71 mm Aluminum cladding sheet for the inlet & out let ducts up to Gates.		

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E Facilities to be provided by BHEL/ client: i) 1 no 75 MT mobile crane(with out operator) shall be provided on free of cost. ii) 1 no 40 MT capacity mobile cranes(with out operator) shall be provided on free of cost. iii) Space of construction of temp. office/shed/labour camp shall be provided free of charge. F. Minimum T&P to be arranged by the Contractor: i) Suitable capacity tower crane or 150MT/250 MT capacity mobile crane-1 no. ii) 12MT/14MT Hydra—1 nos iii) Tractor trailer – 2 nos iv) Winch machines of suitable capacity. v) Chainpull blocks of different capacities-as per site requirement. vi) Welding machines – min 15 nos. vii) Cutting sets – min 12 sets 02. ROUND THE CLOCK WORK: The ESP restoration works are to be carried out during shutdown of the Boiler/pass isolation condition and hence the contractor has to make necessary arrangements and plan for round the clock shift work. The contractor shall provide labor amenities, necessary safety gadgets etc for working round the clock shift. The bidder shall consider all such contingencies in their offer. 03. TOOLS & TACKLES: It may be noted that BHEL will not provide any T&P, mobile cranes, tower cranes (except those specified at SI no E above) for execution of the restoration works. All required T&P, cranes etc are to be arranged by the contractor only. 04. CONSTRUCTION POWER & WATER: Required power and water for the contractors use at site shall be provided by BHEL on FREE OF CHARGE at one point only (within 500m). Necessary power cabling from the source to distribution boards, energy meters etc. and distribution pipe lines to different locations of water point with taps, valves etc., shall be provided by the bidder at his cost. The successful bidder has to arrange office/temporary shed/security posts/porta-cabin for their Engineers, supervisors, labours nearer to BHEL site office/site of work. 05. HEALTH, ENVIRONMENT AND SAFETY: The contractor shall follow good safety practices at the site. All personnel shall be provided with the required safety protective gear and contractor to ensure that they are used. Safety training to be provided to all personnel at the site. In addition, the contractor has to abide by the prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of M/s JPL-VIZAG project site rules, prevailing labour laws enforced by local authorities, labour regulations, movement of labour / vehicles inside the plant area, time keeping systems etc., in force. 06. COMPLIANCE TO STATUTORY REQUIREMENTS: It is the responsibility of the contractor to obtain the required labour license from the appropriate authorities before commencement of work. 07. The contractor shall comply with all State/Central Laws, Statutory Rules, Regulations etc. inclusive of those regarding Labour and Industrial Laws which are applicable from time to time and shall comply with the provision of the same Labour Legislation, Rules and Regulations framed under the provision of Employees' Provident Fund and Miscellaneous Provision Act 1952, ESI registration, Labour License etc. 08. Minimum Wages: The contractor has to ensure payment of minimum wages as applicable inside the plant.. Any increase in minimum wages/ statutory requirements, during the contract period, will have to be borne by the contractor. Bonus amount will be as per bonus act & EL payment as per prevailing act. The quoted rates shall be inclusive of all the above payments including statutory payments thereon. The contractor has to pay the wages to their workers through worker's Bank account only. 09. The Contractor shall remain liable for the payment of all wages or other money to his work-men or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, amendment etc relating thereto and rules framed, there under from time to time.		
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10. The workers" particulars such as Name, Age, Father's name, address, Phone no. etc. and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register. 11. Personal Accident Insurance Policy: The Contractor shall take personnel accident insurance policy for payment of ex-gratia amount of Rs.5,00,000/- (Rupees Five lakh only) per head in case of fatal accidents while on duty to the contract labour engaged by him in addition to the coverage under the Employees State Insurance (ESI) and/or Workmen's Compensation Insurance Policy, whichever is applicable. As and when a fatal accident takes place while on duty, along with the benefits under the Employees State Insurance (ESI) and/or Workmen's Compensation, whichever is applicable, the Contractor is required to arrange payment of ex-gratia amount within thirty (30) days from the date of accident. In case of any delay in paying the ex-gratia amount as above, BHEL has the right to pay such amount directly to the family of the deceased and recover the same from the Contractor's running/future bills. 12. MOBILISATION ADVANCE: No advance payment towards mobilization of site operation or for any other purpose will be made by BHEL. The payment for work will be made as per payment terms in the tender specification. 13. FIRM PRICE : The Contractor has to keep his quoted rates firm for the entire contractual period. 14. EARNEST MONEY DEPOSIT (EMD) : The EMD amount to be remitted along with the offer and the mode of remittance shall be as indicated in the "Notice Inviting Tender". 15. SECURITY DEPOSIT (SD): The successful bidder shall within the time specified in the letter of intent deposit the required amount of security deposit. The SD shall be as per clause 1.8 of General Conditions of Contract (GCC). 16. TAXES AND DUTIES: The tenderer shall not include GST in their quoted rates. The GST rates and its working shall be indicated separately in the price bid. . 17. Procedure for reimbursement of GST. The GST shall be reimbursed against documentary evidence. The current rate of GST is @ 18% of taxable service rendered. 18. PAYMENT TERMS: All payments for the works completed shall be paid based on bills raised by the contractor as payment terms and certified by Engineer-in-Charge/Site In-charge of BHEL. Payment will be made within a reasonable time period (say min. 30 days) from the date of submission of error free bills along with all the enclosures as called for by BHEL. Payment will be only through e-payment (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges as per BHEL terms of payment. a. 85% of the item rate on pro-rata basis shall be paid as and when the work/activity is completed against certification from BHEL site Engineer for each activity as per Billing break-up. b. 10 % of the item rate shall be released after completion of commissioning of ESP-Pass-D. c. Balance 5 % of the item rate shall be released after completion of the Guarantee period of 12 months from the date of commissioning. 19. PERIOD OF CONTRACT / DURATION OF WORK : The total duration for the tendered scope of work is 6 (Six) Months. The zero date of the contract shall be reckoned from the date of LOAWO. The successful bidder has to mobilize all resources to site with in 7 days from the date of LOAWO. 20. LIST OF TOOLS & TACKLES : The list of Tools and tackles, cranes etc proposed to be deployed by the contractor shall be given along with the offer. 21. Accommodation for Contractors' personnel : BHEL shall not provide any accommodation facilities for the contractors' personnel. All the necessary arrangements have to be made by the contractor, outside the Plant premises, at no extra cost to BHEL. 22. <u>EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS</u>: Refer Section-VIII of the special conditions of contract.		



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UN-Priced-PRICE-BID
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TENDER DOCUMENT
(BAP /ERN /JPL-TAMNAR/ESP /C-345)
Un -Priced Bid

SCHEDULE OF RATES & QUANTITIES

Scope of Works: Restoration of Damaged ESP Pass-D in unit # 4 (600 MW) at OP Jindal Power Ltd, STPP, Tamnar. The works includes dismantling of damaged ESP and transporting to JPLs scrap yard/stores located with in the plant, receipt, unloading & storage of new ESP materials, Erection, alignment, welding, testing and commissioning of new ESP pass- D as per BHEL drawings, specifications and BHEL Engineers instructions.

Sl no	Description of Work	Qty	UoM	Weightage in %
A01	Dismantling Works: Dismantling of damaged ESP pass-D of size FAA-10X37.5M-2X112150-2 and devolution of dismantled materials to JPL's stores/scrap yard with in the plat boundary	2400	MT	30.0197
A02	Unloading Works: Receipt of materials from lorries/trailers, unloading and storage at site.	2400	MT	1.8433
A03	Erection & commissioning Works: Receipt of ESP materials from BHEL/ Customer's stores, transporting to site of work, pre-assembly, Erection, alignment & welding, testing & commissioning of ESP pass-D as per BHEL Drawings and instructions	2400	MT	61.6194
A04	Insulation works: Erection of scaffolding, fixing of studs, laying of 50 MM thick LRB wool mattress, fixing of retainers and casing supports and cladding with 0.71mm Al sheet as per drawings and instructions of BHEL Engineer.	11000	Sq mtr	6.5174
K	TOTAL value for the above scope of work in Indian Rupees			QUOTED
M	GST @ _____ %			
N	TOTAL value for the above scope of work in Indian Rupees inclusive of GST			QUOTED

SIGNATURE OF BIDDER

Note: Vendor to indicate only the "Rate of GST" in this copy of **Un-Priced Bid** in Column **(M)**.



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GENERAL CONDITIONS OF CONTRACT
FOR
WORKS
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ERECTION SERVICES DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406



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SECTION –I

1. GENERAL INSTRUCTIONS TO BIDDERS

1.1. DESPATCH INSTRUCTIONS:

- 1.1.1.** This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.1.2.** The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.1.3.** Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.1.4.** Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- 1.1.5.** The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt in the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete 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.
- 1.1.6.** Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- 1.1.7.** Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 1.1.8.** The bidders shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.
- 1.1.9. Discrepancy in Quoted Rates:**
- If, in the price structure quoted, there is a discrepancy between the Unit rate quoted and the Total Price (which is obtained by multiplying the unit price by the quantity) due to arithmetical errors, the Unit rate quoted will be considered valid and the Total price will be corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of decimal point in the unit price. In which case the total price as quoted shall govern and the unit price corrected accordingly.
 - If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date before which the bidder has to send their acceptance on the above lines. If the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.
- 1.1.10.** For the purpose of the tender, the metric system of units shall be used.
- 1.1.11.** All entries in the tender shall either be typed or be written in ink. Erasers and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the bidder.

- 1.2. QUALIFICATION OF BIDDERS:** Only bidders who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly submitting details of experience along with the offer. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.

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1.3. DATA TO BE ENCLOSED: Full information shall be given by the bidder in respect of the following. Non- submission of these information may lead to rejection of the offer. 1.3.1. FINANCIAL STATUS: A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits of the bidder shall be furnished by the bidder along with the offer. 1.3.2. INCOME TAX CERTIFICATE: A certificate of Income Tax clearance from the appropriate authority in the forms prescribed there for indicating annual turnover and the Sales Tax clearance certificate from the appropriate authorities as prescribed by the concerned state government, if any. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period. 1.3.3. PREVIOUS EXPERIENCE: A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the bidder indicating the particulars, value of each work, the site location, the duration, date of completion, a list of site locations and particulars and value of various services that are under progress shall be furnished by the bidders along with the offer. 1.3.4. ORGANISATION CHART: The Organisation pattern that is presently available with the bidder and that will be employed by the bidder for this work shall be furnished. 1.3.5. 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. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign) 1.3.6. IN CASE OF AN INDIVIDUAL: His full name, address and place and nature of business shall be indicated. 1.3.7. IN CASE OF PARTNERSHIP FIRMS: The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed. 1.3.8. IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished. 1.3.9. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished. 1.3.10 Names and particulars including addresses of the Directors and their previous experiences shall be furnished. 1.3.11 A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished. 1.3.12 In addition to the above, the particulars required in various annexure shall also be furnished. EARNEST MONEY DEPOSIT: 1.4.1. Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms. 1.4.1.1. EMD shall be deposited in cash (as permissible under income tax act), Pay order or Demand Draft (payable at Ranipet in favour of “Bharat Heavy Electricals Ltd.”) only. No other form of EMD remittance shall be acceptable to BHEL.		

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1.4.1.2. In case of payment of EMD in the form of Cash, the amount should be remitted by the bidder to the Cash Office of Bharat Heavy Electricals Limited, BAP, Ranipet-632406 during it's working hours and cash receipt issued shall be enclosed along with the tender. 1.4.2. Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. 1.4.3. The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit. 1.4.4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender. 1.4.5. Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder: 1.4.5.1. Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent. 1.4.5.2. Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract. 1.4.5.3. After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions. 1.4.5.4. Fails to submit SD as indicated in the Letter of Intent. 1.4.6. Earnest Money deposit shall not carry any interest. 1.5. AUTHORISATION AND ATTESTATION: 1.5.1. 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. 1.6. VALIDITY OF OFFER: The rates in the Tender shall be kept open for acceptance for a minimum period of 180 days from the date of opening of tenders. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the bidders. 1.7. EXECUTION OF CONTRACT: The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form (Annexure-D) with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor. 1.8. SECURITY DEPOSIT: 1.8.1. Upon acceptance of tender, the successful bidder within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL. 1.8.2. The total amount of Security Deposit shall be 5% of the contract value 1.8.3. The Security Deposit may be furnished in any one of the following forms: - 1.8.3.1. Cash (as permissible under the income tax act). 1.8.3.2. Pay order, Demand Draft in favour of BHEL. 1.8.3.3. Local cheques of Scheduled Banks, subject to realization. 1.8.3.4. Securities available from Post Offices such as National Saving 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). Securities available from Post Offices such as National Saving 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).		

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1.8.3.5. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the companies act. The Bank Guarantee format should have the approval of BHEL (Annexure-E). The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the expiry of 6 Months after the said work is actually completed. 1.8.3.6. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the company's act. The FDR should be in the name of the contractor, account BHEL, duly discharged on the back. 1.8.3.7. 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 (as Bank Guarantee or Demand Draft) should be remitted before start of the work and balance 50% may be recovered from the running bills till the full Security Deposit is made up. 1.8.3.8. EMD of the successful bidder may be converted and adjusted against the security deposit on specific request by the contractor. 1.8.3.9. Acceptance of security deposit as per clause 1.8.3.4 and 1.8.3.6 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. 1.8.4. If the value of the work done at any time exceeds the accepted agreement 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. 1.8.5 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work. 1.8.6 If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon. 1.8.7 BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL. 1.8.8 RETURN OF SECURITY DEPOSIT: If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form (Annexure-F) and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill. 1.9. REJECTION OF TENDER AND OTHER CONDITIONS 1.9.1. The acceptance of Tender will rest solely 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. 1.9.1.1. To reject any or all of the bidders. 1.9.1.2. To split up the work amongst two or more Bidders. 1.9.1.3. To award the work in part. 1.9.1.4. Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.		

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1.9.2. Conditional and Unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected. 1.9.3. If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character. 1.9.4. BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned. 1.9.5. If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited. 1.9.6. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form are liable to rejection. 1.9.7. Should a bidder 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. 1.9.8. The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him. 1.9.9. No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL. 1.10. NO INTEREST shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.		



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SECTION –II

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- 2.1.1 BHEL or (B.H.E.L Ltd)** shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 2.1.2 “GENERAL MANAGER”** shall mean the Officer in Administrative charges of contracting unit of BHEL.
- 2.1.3 “ENGINEER” or “ENGINEER IN CHARGE”** shall mean Engineer who is in-charge for the works referred in Erection Services. The term also includes PROJECT MANAGER, “RESIDENT MANAGER”, “SITE ENGINEER ““RESIDENT MANAGER” and “ASSISTANT SITE ENGINEER “of BHEL at the site as well as the Officers in-charge at Head Office.
- 2.1.4 “SITE”** shall mean the place or places at which the plants/equipment are to be erected and services are to be performed as per the specification of this contract.
- 2.1.5 “CLIENTS OF BHEL” or “CUSTOMER”** shall mean the project authorities to whom BHEL is supplying the equipment.
- 2.1.6 “CONTRACTOR”** shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators, and successor and permitted assignees.
- 2.1.7 “CONTRACT” or “CONTRACT DOCUMENT”** shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, 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 contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.
- 2.1.8 “GENERAL AND SPECIAL CONDITIONS OF CONTRACT”** shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.
- 2.1.9 “TENDER SPECIFICATIONS”** shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site information and drawings” pertaining to the work in which the bidders are required to submit their offer; Individual specification number will be assigned to each tender specification...
- 2.1.10 “TENDER DOCUMENTS”** shall mean the General and Special Conditions of Contract (2.1.8) and tender specification (2.1.9).
- 2.1.11 “LETTER OF INTENT”** shall mean the intimation by a letter to the bidder that the tender has been accepted in accordance with provisions contained in that letter. 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.
- 2.1.12 “COMPLETION TIME”** Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant, which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
- 2.1.13 “PLANT”** shall mean and cannot the entire assembly of the plant and equipment covered by the contract.
- 2.1.14 “EQUIPMENT”** shall mean all equipment, machinery, materials, structural, electrical and other components of the plant covered by the contract.
- 2.1.15 “TESTS”** shall mean and include such test or tests to be carried out on the part of 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 contract work or part thereof.
- 2.1.16 “APPROVED” “DIRECTED” or “INSTRUCTED”** shall mean approved, directed or instructed by BHEL.
- 2.1.17**

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2.1.18 “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, stocking, storing, erecting, testing, and commissioning of the equipment to the entire satisfaction of BHEL. 2.1.19 “SINGULAR AND PLURAL ETC” works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company, association, or body of individuals, whether incorporated or not. 2.1.20 “HEADINGS” The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. 2.1.21 “MONTH” shall mean calendar month, unless specified otherwise in the tender. 2.1.22 “WRITING” shall include any manuscript typewritten or printed statement under the signature of BHEL.		
2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu). 2.3 ISSUE OF NOTICE: The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left. 2.4 USE OF LAND: No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.		
2.5 COMMENCEMENT OF WORKS: 2.5.1 The Contractor shall mobilise his resources & commence the works within 1-week time from the date of award of work /LOA/LOI and as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition immediately. 2.5.2 If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to all of BHEL’s other rights and remedies in this regard. 2.5.3 All the works shall be carried out under the direction and to the satisfaction of BHEL. 2.5.4 The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.		
2.6 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED: 2.6.1 All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format. 2.6.2 The awarded contractor’s Engineer/Supervisor is bound to submit DPR (Daily progress report) on daily basis & get the same certified by BHEL Site Engineer or Customer to avoid any ambiguity on the later stage. For Progress running bill payment, the contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.		

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2.6.3 These measurement-working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties. 2.6.4 Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due. 2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise. 2.6.6 Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract. 2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor. 2.6.8 The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement. 2.6.9 If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor. 2.6.10 Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL. 2.6.11 Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified 'No Due' and 'No Demand' certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.		
2.7 RIGHTS OF BHEL BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation. i. To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non-fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues. ii. To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer. iii. To terminate the contract after due notice to cause forfeiting of 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. iv. Contractor's continued poor progress. v. Withdrawal from or abandonment of the work before completion of the work. vi. Corrupt act of contractor.		

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vii. Insolvency of the contractor. viii. Persistent disregards to the instructions of BHEL. ix. Assignment transfer, sub-letting of the contract without BHEL's permission. x. Non-fulfillment of any contractual obligations. xi. 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. xii. Time is the essence of the contract. The contractor has to complete the scope of work within the contract period. If the Contract-period gets extended due to reasons solely attributable to the contractor, then the "Liquidated Damages" at the rate of 0.5 % of the left over contract value plus escalation per week of delay or part thereof subject to a ceiling of 10% of total contract value plus escalation shall be levied unless otherwise specifically waived-off. xiii. To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason. xiv. To effect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation. xv. To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision. xvi. To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills. xvii. While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account. - xviii. In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.		
Cancellation of contract in part or full for contractor's default: If the contractor: - a). makes default in commencing the work within a reasonable time from the date of handing over of the site and continue in that state after a reasonable notice from Engineer-in-charge. OR - b). in the opinion of the Engineer-in-charge at any time whether before or after the date / extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-charge OR c) fails to comply with any of the terms and conditions of the contract or after 7 days' notice in writing with orders properly issued there under OR - d). fails to complete the work order and items of work as per individual dates for completion and clear the site on or before the date of completion or fails to achieve the progress set out in accordance with the provisions of contract. The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue to BHEL, cancel the contract as a whole or in part thereof or only such work order items of work in default from the contract. Whenever the Accepting officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the contractor's risk and cost, provided always that in the event of the cost of completion (as certified by Engineer-in-charge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL. If the cost of completion exceeds, the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by General Manager or the same shall be recovered from the contractor by other means. Engineer-in-charge will have power to take possession of site and materials, constructional plant, implements, stores etc. there on.		

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In case BHEL completes the work or any part thereof under the provisions of the contract conditions, then such completion is to be taken in to account in determining the excess cost to be charged to the contractor under this condition and shall consist of the cost of materials purchased and / or labour provided by BHEL, with an addition of such percentage to cover superintendence and establishment charges as may be decided by the General Manager, whose decision shall be final and conclusive. xix. If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or of the contractor's unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance out standing from the contractor, it shall be recovered in accordance with the provisions of the contract. xx. 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. 2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc. The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc. a. As far as possible unskilled workers shall be engaged from the local areas, in which the work is being executed. b. The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs. c. The contractor shall comply with all state and Centrals Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed. d. The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit. e. While BHEL would pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, Inspection Certificate etc., will have to be made by the contractor. However, BHEL will not make any payment to Boiler Inspector in connection with contractor's welders qualification/requalification tests etc. f. The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract. g. The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him. h. The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him. In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon. i. The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same. j. All the properties/equipment's/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipment's/components shall be deemed to be in good condition when received by the Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.		

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k. The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same. l. All the properties/equipment/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipment/components shall be deemed to be in good condition when received by the Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor. m. It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment. n. The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract. o. In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon. p. Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost. q. The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises. r. All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, storekeepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles, etc., as per prescribed standards and practices. s. The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month. t. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer. u. No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged. v. Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time. w. The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client. x. Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.		

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2.9. CONSEQUENCES OF CANCELLATION:		
Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses. i. In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials 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.		
2.10 INSURANCE:		
BHEL/their customer shall arrange for insuring the materials/properties of BHEL / customer covering the risks during transit, storage, erection and commissioning. i. It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor. ii. If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities. iii. If due to contractor's carelessness's, negligence of non-observance of safety precautions damage to BHEL's /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor. iv. It shall be the responsibility of the contractor to provide security arrangement for the equipment/ materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.		
2.10.1 Compensation :		
BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident Any death or permanent disablement resulting solely and directly from any unintended and unforeseen injuries occurrence caused during project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works at project sites c). Compensation in respect of each of the victims: i. In the event of death or permanent disability resulting from loss of both limbs Rs.10,00,000.00 /- (Rupees Ten Lakhs only). ii. In the event of other permanent disability Rs.7,00,000.00 /- (Rupees Seven Lakhs Only). d). Permanent Disablement that is classified as permanent total disablement under section 2(1) of the Employees' Compensation Act ,1923		
2.11 STRIKES & LOCKOUTS: The contractor will be fully responsible for the entire dispute and other issues connected with his labour. In the event of the contract labour resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its own labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.		
2.11.1 For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.		

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2.12 FORCE MAJEURE: The following shall amount to FORCE MAJEURE: 2.12.1 Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic/Pandemic and other similar causes over which the contractor has no control. 2.12.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation. 2.13 GUARANTEE: Even though the work will be carried out under the supervision of BHEL Engineers the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the Engineer for good workmanship and shall rectify free of cost all defects due to faulty erection, detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from Security Deposit/other dues or by other legal means. 2.14 ARBITRATION: Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the arbitrator nominated by the Unit Head of BHEL-Ranipet. The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final conclusive and binding on all parties to this contracts. In the event of disputes or differences arising between one public sector and a Government Department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE Office memorandum No.BPE/CL/001/76 MAN/2(1.10)76-BPE (GM-1) dated 1st January 1976 or its amendments for arbitration shall be applied.		



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CONTRACT AGREEMENT

AGREEMENT NO: BAP : ERN : BHE :

DATE:

Name of work :

Name of the contractor with full address :

Amount of tender accepted :

Letter of Intent No. :

Time allotted for completing the work :
(date of completion)

(Officer authorized to sign the agreement)

CONTRACTOR



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ANNEXURE –‘D’ CONTRACT AGREEMENT

AGREEMENT No: BAP: ERN : BHE :

DATE:

1. This agreement made this day, the of between the Bharat Heavy Electricals Limited, Ranipet having its Registered Office at 'BHEL House' , Siri Fort, New Delhi 110 049 (herein after called the FIRST PARTY) of one part and Messrs. (herein after called the ("CONTRACTOR") of the SECOND PARTY.
2. WHEREAS the first party is desirous of executing the work of _____, more particularly described in the appendices including drawings and specifications attached herewith.
3. WHEREAS IN PURSUANCE of the said Contractor's Tender having been accepted, the first party has decided to give the above said work to Contractor, and WHEREAS the contract between the parties was concluded by virtue of a letter of intent issued by the First Party under reference. _____ Dt. _____.
4. WHEREAS the said Contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in the presents, instructions to bidders, general conditions and special conditions, schedules, appendices, letter of intent and specifications (hereinafter referred as the said contract schedule) at the approved rates (herein referred as the said contract rate).
5. AND WHEREAS the said contractor has furnished a Bank Guarantee for a sum of Rs. _____ Valid up to _____. towards initial 50% security Deposit and has further agreed for balance 50% Security Deposit being recovered at 10% of value of each running bill till the full Security Deposit is made up for the satisfactory completion and performance of the work and whereas the validity of the said Bank Guarantee has to be extended by the Contractor, if so required before for the balance period of contract period and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs. (Rupees _____ only), from the bills forthwith in one installment and it has further been agreed that the failure to extend the validity of Bank Guarantee or failure to pay the aforesaid amount the manner specified above shall constitute the breach of contract, and first party reserved the right to take easy legal action deemed fit for recovering the said sum of Rs. (Rupees _____ only). This amount of Rs. Will be refunded (and Bank Guarantee will be returned) to the Contractor on satisfactory completion of the work as specified in the Contract documents.
6. Now THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate as also of agreement of good and faithful services to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.
7. That the said contractor will perform the aforesaid work subject to the conditions contained in these presents, instructions to bidder, general and special conditions of contract and the contract documents attached herewith including the said schedules, specifications, appendices, letter of intent, drawings attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined the specifications and conditions of contract, appendices, schedules, letter of intent, drawings etc., as aforesaid and to have satisfied himself as to the nature and character of work to be executed.
8. That the said contractor shall carry out and complete the execution of the said work to the entire satisfaction of the Engineer within the agreed time schedule.
9. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at said contract rates and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
10. That the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (Letter of Intent) has been issued to the said contractor.
11. That whatever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.
12. That all charges on account of Octroi, terminal and sales-tax or other duties on materials obtained for the work shall be borne by the said contractor.
13. That is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions thereto contained in these presents and the liability of the said contractor either of past or further compensation shall remain unaffected.
14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, RANIPET.
15. The contract is subject to RANIPET (TamilNadu) jurisdiction.
16. The document hereto attached viz. shall also form part of this agreement.
17. General Conditions of Contract attached to the Notice inviting tender shall form part of this contract in so far as anything is not provided specifically in this agreement.
18. In witness hereof the parties have respectively set their signatures in the presence of :

WITNESSES:

(with full address)

1.

2.

Date:

Signature of the Contractor (to be signed by a Person holding valid power of Attorney of the Company)

WITNESSES:

(with full address)

1.

2.

Date:

For and on behalf Bharat Heavy Electricals Limited.



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ANNEXURE 'E'
PROFORMA FOR SECURITY DEPOSIT

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ 1 through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor /Contractor / Supplier) with its registered office at _____ 2 (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ 3 valued at Rs.4 (Rupees -----)4 (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ 5 (Rupees ----- only),

We ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force up to and including _____ 6 and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ 7, we shall be discharged from all the liability under this guarantee thereafter.

We, ____ (indicate the name of the Bank)____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without Proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.



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This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date:

Date _____ Day of _____
 for _____ (indicate the name of the Bank)____
(Signature of Authorised signatory)

- 1 Details of the Invitation to Bid/Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 Name of the Employer
- 5 BG Amount in words and Figures
- 6 Validity Date
- 7 Date of Expiry of Claim Period

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ANNEXURE –‘F’ NO DEMAND CERTIFICATE

1) Name of work :

2) Agreement Date :

3) I/We certify that

- a) I/We have completed the above work to the entire satisfaction of BHEL.
- b) I/We have handed over all the balance materials, components, tools and tackles, machinery and other equipment of BHEL.
- c) I/We have received the final payment from BHEL for the above work.
- d) I/We have no further demand whatsoever from BHEL.

I/We, therefore request you to refund to me/us the security deposit of

Rs._____.

(Rupees _____ only)

and the Bank guarantee No.: _____ dt. _____.

Rs._____.

After deducting all cost of expenses or other amounts that are to be paid by me/us to BHEL under this contractor, other contract entered into by me/us with BHEL.

**SIGNATURE OF THE
CONTRACTOR WITH SEAL**

Place:

Date:

Witness 1)

2)

3)

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SPECIAL CONDITIONS OF CONTRACT

FOR

MECHANICAL WORKS

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ERECTION SERVICES DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632 406

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SECTION –IV		
4.1	SPECIAL CONDITIONS FOR ESP The special conditions for ESP shall be comprising of but not limited to the following:	
4.1.1	Any fixtures, concrete block supports, steel structures, required for temporary supporting for pre-assembly, checking, welding, lifting and handling during pre-assembly and erection shall be arranged by contractor, at his cost.	
4.1.2	The scope of equipment to be erected under this contract are detailed in tender specification, Technical Description etc. The schedule of weights given are approximate and are meant only to give a general idea to the Tenderer about the magnitude of the work involved.	
4.1.3	All works such as cleaning, leveling, blue-matching, aligning, assembling for temporary erection and alignment, dismantling of certain equipment for checking/cleaning, surface preparation, fabrication of tubes and pipes as per general engineering practice at site. Cutting, grinding, straightening, chamfering, filling, chipping, drilling, reaming, scraping, shaping, fitting up etc., as may be applicable in such erection work are to treated as incidental to erection and necessary to complete the work satisfactorily, shall be carried out by the Contractor, as part of the work.	
4.1.4	It shall be the responsibility of the contractor to provide ladders on columns for initial work till such time stairways are completed. For this, the ladder should not be welded on the column and should be pre-fabricated clamping type ladders. Temporary welding on any structural member is permitted under special circumstances only with the approval of BHEL.	
4.1.5	No member of the structure/platform should be cut without specific approval of BHEL.	
4.1.6	Welding of necessary instrumentation tapping points, will also be the responsibility of the Contractor and will be done as per the instructions of BHEL Engineer. The welding of all the above items will be Contractor's responsibility even if the	
	1) Product groups under which these items are not specifically indicated in the technical Specifications.	
	2) Items are supplied by an agency other than BHEL.	
4.1.7	All welded joints should be painted with anti-corrosive paint. Daily welding reports in the proforma suggested by BHEL should be submitted the next day morning without fail.	
4.1.8	All rotating machineries and equipment shall be cleaned, lubricated, checked for their smooth rotation if necessary by dismantling and refitting before erection. If in the opinion of BHEL Engineer, the equipment is to be checked for clearance at any stage of work or during commissioning period, all such works are to be carried out by Contractor at his cost.	
4.1.9	Contractor shall carry out chipping and blue matching of foundation concrete with the packer plates. The packer plates shall be supplied by BHEL. Necessary machining and blue matching of packer plates shall be carried out by the contractor with in the quoted rates.	
4.1.10	Electrostatic precipitator collecting electrodes may require strengthening and repair due to minor transport damages before erection and spot heating in position to get correct alignment. This shall be carried out by the contractor as part of the work.	
4.1.11	Erection, alignment/ fixing in final position of HIGH VOLTAGE RECTIFIER Transformer of ESP are in the scope of work. However testing and commissioning will be done by other agencies.	
4.1.12	Installation of High voltage Interlocks (excepting rotary switch interlock in EC Panels) is in the scope of work	

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	4.1.13 AIR-IN LEAKAGE TEST , if required / called for, has to be carried out after erection of ESP and before clearing for insulation. Necessary equipment like air blower, venturi, instrumentation etc. will be provided by BHEL free of charges. Handling at stores, transport, erection, commissioning, carrying out the leakage test and attending to leakages till satisfactory sealing / leak proof shall be in the scope of work. Contractor shall dismantle the test equipment and return to BHEL stores in good condition after due reconciliation, cleaning, servicing. No separate/ additional payment is envisaged for the above. 4.1.14 Complete erection, alignment, testing, pre-commissioning etc. of drive motors of collecting electrode and emitting electrode rapping mechanism is in the scope of work. 4.1.15 Additional platforms of permanent nature for approaching different equipment, as per site requirements which may not be indicated in drawings, shall be installed by the contractor. The materials required for platforms will be supplied by BHEL in running meters at free of cost. 4.1.16 All welders shall be tested and approved by BHEL Engineer / client of BHEL before they are actually engaged on work. BHEL reserve the right to reject any welder without assigning any reason. 4.1.17 In case of any class of work for which there is no such specifications as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of BHEL Engineer at the quoted rates only. 4.1.18 BHEL Engineer is entitled to stop any welder from his work if found unsatisfactory for any technical reason or there is a high percentage of rejection the work welded by him which, in the opinion of BHEL Engineers, which adversely affect the quality of welding, though the welder has earlier passed the tests. 4.1.19 All charges for testing of welders including destructive and non-destructive tests shall have to be borne by the contractor. 4.1.20 All welded joints shall be subject to acceptance by BHEL Engineer/client. 4.1.21 The contractor shall make suitable security arrangements including employment of security personnel (round the clock) to ensure the protection of all materials/equipment and works from theft, fire, pilferage and any other damage and loss at stores/storage yard/pre-assembly area/erection site, till the contract is getting over. 4.1.22 APPLICATION OF INSULATION & CLADDING 1. Application of insulation and sheet metal covering includes leading the materials from stacking area/storage sheds to the place of work 2. The insulation work should be carried out with contractor's own scaffolding materials, tools etc. 3. Welding of hooks, supports as per pitch/applying red oxide paint to welded portion as directed and as per the drawings before application of Mineral Wool / Glass Wool mattresses and as instructed by BHEL Engineer. 4. Wool insulations are received at site as bonded / unbonded mattresses in standard sizes. These are to be dressed / cut to suit site requirement by the Contractor. 5. Applying anti-corrosive paint to the inner surface of GI/ALUMINIUM Cladding, Cutting suitable to size, shape grooving and fixing on holders as instructed and as per drawings and specifications. Application of Bituminous Sealing Compound on top of cladding joints shall be done. SUPPLY OF BITUMINOUS SEALING COMPOUND AND ANTICORROSIVE PAINT IS UNDER THE SCOPE OF CONTRACTOR. 6. The contractor should ensure that the finished surface of insulation confirms to dimensions and tolerances given in the drawings. Aesthetic finish & accuracy of work and time are most important. 7. Details of application of insulation and GI/Aluminium cladding are given in the various drawings of BHEL supplied to the Contractor. 8. Insulation of ESP shall be by welding of studs with retainers in a spacing of 480mm X 240mm, lagging of mineral wool/ LRB wool mattresses over the retainers, sewing the mattress, fixing up of top retainers, fixing casing supports, tying binding wire over the wool, fixing of GI/Al sheets over the wool mattresses, using self tapping screws (at spacing of 150mm for both vertical and horizontal joints) and application of bituminous sealing compound for vertical joints of sheets. The cladding sheets shall be end grooved and creased to obtain proper shape and strength as per drawing of BHEL. The contractor shall arrange required scaffoldings to undertake the work.	

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9. Insulation of ESP inner roof shall be by welding of studs in a spacing of 480mmX480mm, lagging of mineral wool/LRB wool mattresses, sewing the mattresses, fixing the top retainers and tying of binding wire over the wool mattresses.		
4.1.23 TESTS		
1. The contractor shall supply manpower and consumables to carry out the required tests on the equipment such as Air-in leakage Test (using air blower provided by BHEL), Gas tightness test by smoke test method or kerosene method and other tests such as Gas Distribution test, Performance Guarantee test etc., to be specified by the Resident Engineer, BHEL at free of cost. Contractor's quoted rate shall include blanking of hopper, funnel and ducts to conduct air-in leakage test, smoke test etc. and all other contingencies such as checking of coupling alignments, various clearances between stator and rotor components, bearing clearing, trial runs etc.		
2 All the above tests should be repeated till all the equipment's satisfy the requirement/obligation of BHEL to their customer.		
3 PRE-COMMISSIONING TEST AND COMMISSIONING OF THE UNITS:		
3.1 Commissioning of the equipment's will involve trial runs of all the equipment's erected, and any other works incidental to commissioning. Contractor shall supply labour for all these without any extra cost under this contract.		
3.2 In case any defect is detected during tests, trial runs such as loose components, undue noise or vibration, strain on connected equipment etc., the Contractor shall immediately attend to these defects and take necessary corrective measures. If any re-adjustment and re-alignment are necessary, the same shall be done as per BHEL Engineer's instructions. If any part of the equipment needs repair, rectifications or replacement, the same shall be done by the Contractor at his cost. The parts to be replaced shall be provided by BHEL.		
3.3 During this period, though the BHEL's/Client's staff will also be associated in the work, the Contractor's responsibility will be to arrange for the complete labour requirement for the successful trial run of equipment till it is handed over to customer.		
3.4 It shall be specifically noted that the above employees of Contractor may have to work round the clock along with the BHEL Commissioning Engineers and hence any overtime payment so involved, the Contractor's quoted rates shall be inclusive of all these factors also.		
3.5 During commissioning, re-aligning of rotating and other equipment, attending to leakages and minor adjustment of erected equipment may arise. The quoted rate of Contractor shall be inclusive of all such works.		
3.6 In case any rework is required because of Contractor's faulty erection which is noticed during commissioning the same has to be rectified by the contractor at his cost. If, during commissioning, any improvement or rectification due to design requirements is involved the same shall be paid at man-hour rates quoted. For this purpose, daily labour report indicating there in, nature of work carried out, consumables used etc., shall be maintained by contractors and for signed by BHEL Engineers every day.		
4.1.24 PROGRESS OF ERECTION WORK:		
1. During the course of Erection, if the progress is found unsatisfactory, or if the target dates are to be advanced, or in the opinion of BHEL if it is found that the welders employed are not sufficient, BHEL will induct on work their own welders, in addition to Contractor's welders working and recover from the Contractor's bills the charges incurred for engaging the welders with the overheads. This is binding on the Contractor.		
2. In case the Contractor's progress is found unsatisfactory, BHEL may deploy unskilled, semi-skilled, skilled operators, Technicians and other required manpower and will assist in improving the progress. All the expenses incurred for, will be recovered from Contractor's bills with overheads.		
3. It is obligatory on the part of the Contractor to give daily feed back on progress of erection.		

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4.1.25 PAYMENTS FOR WORK COMPLETED: - Please refer payment terms indicated in tender specification for progressive payment. 4.1.26. PROGRESS OF WORK: - During the course of dismantling/erection, if the progress is found unsatisfactory, or if the target dates to be advanced, or in the opinion of BHEL if it is found that the workers employed are not sufficient BHEL will induct on work their own workers in addition to contractor's workers and recover from the contractors bills the charges incurred for engaging the workers with the overheads. This is binding on the contractor. - In case the contractor's progress is found unsatisfactory, BHEL may deploy gas cutters, fitters and technicians etc., and will assist in improving the progress. All the expenses incurred for will be recovered from contractors bill with overheads. - It is obligatory on the part of the contractor to give daily feedback on progress of dismantling. - The entire work of erection, testing and commissioning of the ESP shall be completed within in the time specified in the time schedule. The contractor has to indicate their ability in completing the contract in all respects shorter than the period mentioned in the time schedule.. - As time is the essence of this contract, the contractor shall be able to mobilize his manpower round the clock for the entire period to complete the work within the stipulated time. - The contractor should be able to mobilize all the tools, plants and consumables necessary for three shifts operation to meet the requirements. 4.1.27 RETURN OF SECURITY DEPOSIT: - If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and their client and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL, handed over / lent to them for carrying out the said works, security deposit will be released to the contractor after deducting all the cost of expenses, if any. 4.1.28 IDLE LABOUR If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE conditions, the agreed time of completion of the contract shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing about the causes of delay. The contractor shall not be eligible for any other compensation 4.1.29 RIGHTS OF BHEL IN CASE OF POOR PROGRESS OF WORK: To get the work done through other agencies at the risk and cost of the contractor, in the event of contractor's poor progress or inability to execute work, persistent disregard to instructions of BHEL, assignment transfer, subletting of contract without the permission of BHEL, non-fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from the security deposit / other dues 4.1.30. PRICE VARIATION CLAUSE(PVC): Not Applicable -----		

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SECTION-V 5.1 Scope of Contract The indent of this specification is to provide services for execution of projects according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards the work allotted shall not relieve the contractor of the responsibility of providing such services/facilities to complete the project or portion of project awarded to him. The quoted rate shall deem to be inclusive of all such contingencies. 5.1.2 The contractor shall carry out the work in accordance with instructions/drawings/specification standard practices supplied by BHEL from time to time. 5.1.3 Provision of all types of labour, supervisors, Stores staff, watch and ward as required, tools and tackles, consumables as specified under various clauses of Tender Specification for erection, testing and commissioning and dismantling of existing structures. 5.1.4 Proper out turn as per BHEL plan and commitment. 5.1.5 Completion of work in time. 5.1.6 Good quality and accurate workmanship for proper performance of equipment. 5.1.7 Repair and rectification. 5.1.8 Re-conservation/preservation of all components. 5.2 FACILITIES TO BE PROVIDED AND DEVELOPED BY THE TENDERER AT HIS COST 5.2.1 It shall be the responsibility of the contractor to construct his own office shed, stores shed, labour sheds with all facilities like electricity, water supply, sanitary arrangements in the area allotted to him for the purpose. 5.2.2 Distribution of water for construction purposes and as well as drinking purpose from the single point provided by BHEL to various works fronts shall be the Contractor's responsibility and at his cost. 5.2.3 Necessary meters for recording consumption of water and power for cost analysis purpose and maintenance of the same during execution period shall be Contractor's responsibility. 5.2.4 Provision for distribution of electrical power from the given single central point to the required places with proper distribution boards, approved cable laying, including supply of all materials like cables, switch boards, pipes, etc., observing the safety rules laid down by the Electricity Authority of the State/BHEL/their customer shall be the responsibility of the tenderer /contractor. 5.2.5 As there are bound to be interruptions in regular power supply, power cut/load shedding in any construction site due to inherent power shortage in State on this account, suitable extension of time only be given and contractor is not entitled for any compensation. Such interruptions should be intimated to BHEL by the contractor timely It shall be the responsibility of the contractor to have at least a few diesel operated welding generator sets to get urgent and important work done without interruption. 5.2.6 Adequate lighting facilities such as flood lamps, 24V Safety lamps and area flood lighting shall be arranged by the Contractor at the site of constructions, pre-assembly area, Contractor's material storage area and at access roads etc., at his cost. 5.2.7 For the purpose of Planning, Contractor shall furnish along with tender, the estimated requirement of power (month wise) for execution of work in terms of maximum KW demand. 5.2.8 On completion of work, all the temporary buildings, structures, pipelines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, the same will be arranged to be removed and expenditure therefore will be recovered from the Contractor. The decision of BHEL Engineer in this regard is final. 5.2.9 The Contractor shall provide all materials required for scaffolding, form work and centering wherever necessary for erection should arrange at his cost. 5.2.10 Depending upon the nature of work and availability of facilities locally, Contractor may have to arrange for a temporary work-shop for facilitating uninterrupted progress of work. 5.2.11 The contractor shall secure and maintain comprehensive including third party insurance for appropriate amount to protect your and our interest against all risk and claims to the men/women or for labour force. If failure in securing the insurance policies in this regard shall not absolve you from reimbursing to us for any loss / damages / injuries or death to any person.		

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	5.2.12 The contractor shall be fully responsible for obtaining labour license/approval if any, from State/Central/Local authorities at his own cost and risk. 5.2.13 It is the responsibility of contractor to obtain approval from statutory authorities like pollution control board, Factory Inspectorate etc., if necessary. 5.3 GASES 5.3.1 All required gases like oxygen / Acetylene / LPG for the work shall be supplied by the Contractor at his cost. It shall be the responsibility of the Contractor to plan the activities and store sufficient quantity of these gases Non-availability of gases cannot be considered as reason for not attending the required progress. 5.3.2 In case of improper arrangement of above gases, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's bill at market value plus BHEL departmental charges as may be fixed from time to time and postponement of recoveries is not permissible. The decision of BHEL Engineer in this regard is final and binding on the Contractor. 5.3.2 BHEL reserves the right to reject the use of any gas in case the required purity is not maintained. 5.3.3 The Contractor shall submit Weekly / fortnightly / monthly statements / reports regarding consumption of above gases for cost analysis programme. 5.3.4 The Contractor shall ensure safekeeping of the inflammable cylinders at separate place away from normal habit with proper security etc. 5.4 ELECTRODES 5.4.1 All the electrodes required shall be arranged by Contractor at his cost. It shall be the responsibility of the Contractor to obtain prior approval of BHEL before procurement, regarding suppliers, type of electrodes etc. On receipt of the electrodes at site, it shall be subjected to inspection and approval of BHEL. The Contractor shall inform BHEL, the details regarding type of electrode, batch number, date of expiry etc. 5.4.2 Storage of electrode shall be done in an air-conditioned / controlled humidity room as per requirement. 5.4.3 Shortage of any of the electrodes for the equipment suggested by BHEL shall not be quoted as reason for deficiency in progress or for additional rate. 5.4.4 BHEL reserves the right to reject the use of any electrodes at any stage, if found defective because of bad quality, improper storage, quality, date of expiry, unapproved type of electrodes etc. It shall be the responsibility of the Contractor to replace at his cost without loss of time. 5.4.5 All electrodes shall be dried in the electrodes drying oven to the temperature and period specified by BHEL Engineer before they are used for erection work. Electrode drying ovens shall be provided by the contractor. 5.4.6 In case of improper arrangement for procurement of above electrodes, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bills at market value plus the departmental charges of BHEL communicated from time to time. Postponement of such recovery is not permitted. 5.4.7 Contractor shall submit weekly / fortnightly / monthly statement / reports regarding consumption of electrodes of all types for cost analysis purpose. 5.5 CRANE AND OTHER TOOLS AND TACKLES 5.5.1 All the T&P including Cranes, trucks, Lorries, tractors, trailers etc. required for the satisfactory execution of work shall be arranged by the Contractor. BHEL will not arrange any Tools and Plants. 5.5.2 All the T&P arranged by the Contractor including electrical connection wherein required shall be reliable / proven tested with necessary test certificate. 5.5.3 All the T&P, lifting tackles including wire ropes, slings, shackles and electrically operated equipment arranged by Contractor shall be got approved by BHEL Engineer before they are actually put on use. 5.5.4 Civil works required for safe and efficient operation of tools and tackles shall be the Contractor's responsibility. 5.5.5 Contractor shall take into consideration the above clauses and quote the rates as called for in the rare Schedule.	

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5.6 SUPERVISORY STAFF AND WORKMEN 5.6.1 The Contractor shall supply all skilled workmen like welders, gas cutters, riggers, erectors, carpenters, fitters, electricians etc., in addition to other skilled, semi-skilled, unskilled workmen required for all the works of receipt, material handling, transportation, erection, testing and commissioning & dismantling contemplated under this specification. Only fully trained and competent men with previous experience in the job shall be employed. They shall hold certificates wherever necessary. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist or removal of any employee of the Contractor shall for with remove him. 5.6.2 The supervisory staff employed by the Contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by Contractor and in general see that the works are carried out in a safe and proper manner and in co-ordination with other labour and staff employed directly by BHEL or other contractors of BHEL or BHEL'S client. 5.6.3 The contractor shall also furnish daily labour report showing by classification the number of employees engaged in various categories of work and a progress report of work as required by BHEL Engineer. 5.6.4 The work shall be executed under the usual conditions affecting major power plant constructions and in conjunction with numerous other operations at site. The Contractor and his personnel shall co-operate with other personnel and proceed in a manner that shall not delay or hinder the progress of work as a whole. 5.6.5 The Contractor's supervisory staff shall execute the work in the most substantial and work man like manner in the stipulated time Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship confirm to the dimensions and tolerances given in the drawings/instructions given by BHEL Engineers, from time to time. 5.6.6 The Contractor shall employ the necessary number of qualified and approved full time electricians at his cost to maintain his temporary electrical installation till the completion of work. 5.6.7 It is the responsibility of the Contractor to engage his workmen in shifts or on over time basis for achieving the target set by BHEL and also during the period of commissioning and testing The Contractor's quoted rate shall include all these contingencies. 5.6.8 In case Contractor's progress is found unsatisfactory BHEL may deploy fitters, welders, operators and technicians on BHEL rates and will assist in improving the progress. All expenses incurred for will be recovered from Contractor's bill. 5.6.9 If the Contractor or his workmen or employees shall break, deface, injure or destroy any part of building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees or any other property or to any part of erected components etc., the Contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL'S decision is final) from any money due from the Contractor. 5.7 CIVIL WORKS : NOT APPLICABLE 5.8 Scope of material handling 5.8.1 While BHEL will endeavor to store/stack/identify materials properly in their open/closed storage yard/shed, it shall be Contractor's responsibility to assist BHEL in identifying materials well in time for erection, taking delivery of the same, following the procedure indicated by BHEL and transport the materials safely to pre-assembly yard, erection site in time, according to programme. 5.8.2 The Contractor shall identify necessary supervisor/labour for the above work in sufficient quantity as may be needed by BHEL for areas covering their scope.		

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5.8.3 It shall be the Contractor's responsibility to arrange for necessary crane/tractor/trailor or trucks/slides/tools and tackles /labour/including operators for loading from storage yard on to transport equipment, move it to erection site/pre-assembly yard and unload the same at pre-assembly yard/erection site and to erect the ESP and the quoted rate shall include the same. Tenderers may please note that the storage yards are at an approximate distance of 5.0.km from erection site. 5.8.4 All equipment so used by Contractor shall be of proven quality and safe in operation as approved by BHEL Site Engineer's from time to time. 5.8.5 Any loss/damage to materials issued to Contractor shall be made good by him or BHEL will arrange for replacement at cost recovery basis and decision of BHEL shall be final. 5.8.6 The Contractor shall take delivery of components and equipment and special consumables from storage area after getting the approval of BHEL Engineer on standard indent forms. 5.8.7 In the event of Contractor's inability to arrange in time any of the above equipment/T&P etc., if possible BHEL shall provide the same on specific written request from the Contractor subject to the availability of equipment on the normal hire charges of BHEL, applicable from time to time and recoverable from Contractor's subsequent month's running bills. 5.8.8 All the surplus, damaged unused materials, package materials/containers, special transporting frames, gunny bags etc. supplied by BHEL shall be returned to BHEL Stores by the Contractor. 5.8.9 The Contractor shall have total responsibility for all equipment and materials in his custody, stores, loose, semi-assembled, assembled or erected by him at Site. 5.8.10 The Contractor shall make suitable security arrangements (round the clock) including employment of security personnel to ensure the protection of all materials/equipment and works from theft fire, pilferage and any other damage and loss at Site. 5.8.11 The Contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before these equipment are installed. 5.8.12 All equipment shall be handled very carefully to prevent any damage or loss. No bars, wire ropes, slings etc., shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment from the storage yard shall be moved to the actual site of erection/location at the appropriate time as per the direction of BHEL Engineer so as to avoid damage for such equipment at Site. 5.8.13 The Contractor shall take all reasonable care to protect the materials and work till such time the erected equipment has been taken-over by BHEL/their client. Whenever necessary suitable temporary fencing and lighting shall have to be provided by the Contractor as a safety measure against accident and damage of property of BHEL, suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous. 5.8.14 The Contractor shall be responsible for taking all safety precautions during the constructions and leaving the site safe at the end of each working day and at all times. When the work is temporarily suspended, he shall protect all construction materials, equipment and facilities from causing damage to existing property interfering with the operation of the station when it goes into service. The contractor shall comply with all applicable provisions of the safety regulations, clean up programme and other precautionary measures, which the BHEL has in effect at the Site. 5.8.15 All lifting tackles including wire ropes, slings, shackles etc., used by the Contractor shall be got approved by BHEL Engineer at Site before they are actually put on the work. 5.8.16 The Contractor shall take delivery of equipment from storage yard/stores/sheds. He shall also make arrangements for verification of equipment, scrupulously maintain records and keep safe custody, watch and ward of equipment after it has been handed over to him till these are fully erected and tested and commissioned and taken over by BHEL's client. The stolen/lost/damaged good shall have to be made good by the contractor at his own cost.		

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5.9	Preservation of Components 5.9.1 The Contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection. 5.9.2 Any failure on the part of the Contractor to carry out works according to above clauses will entail BHEL c\to carry out the job from any other party and recover the cost from the Contractor. 5.10 DRAWING AND DOCUMENTS: 5.10.1 The detailed drawings, specifications, available with BHEL Engineers will form part of this Tender Specification These documents will be made available to the Contractor during execution of work at site. 5.10.2 One set of necessary drawings to carry out the erection work will be furnished to the Contractor by BHEL on loan, which shall be returned to BHEL Engineer at Site after completion of work. Contractor's personnel shall take care of these documents given to them. 5.10.3 Should any error ambiguity be found in the specification or information, the Contractor shall for with bring the same to the notice of BHEL before commencement of work BHEL's interpretation in such cases shall be final and binding on the Contractor. 5.10.4 The data furnished in various appendices and the drawings enclosed with this tender specification describes the equipment to be installed, tested and commissioned under this specification briefly. However, the changes in the design and in the quality may be expected to occur as is usual in any such large scales of work. 5.10.5 Deviation from design dimensions should not exceed permissible limit. The Contractor shall not correct or alter any dimension/details, without specific approval of BHEL. 5.11 SITE CLEANLINESS AND SAFETY REQUIREMENTS: 5.11.1 During the course of construction, alternation or repairs, scrap lumber with protruding nails, sharp edges etc., and all other debris shall be kept cleared from working areas, passageways and stairs in and around Site. Proper housekeeping is the responsibility of the Contractor. 5.11.2 Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safe means shall be provided by the Contractor to facilitate such removal. If this is not done regularly, BHEL will get the job done and debit the cost to Contractor. 5.11.3 Rigging equipment for material handling shall be inspected prior to use of each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service. Necessary test certificates have to be provided by the Contractor for the rigging and handling equipment brought by them. Otherwise this will be got to be done by BHEL and the cost will be debited to Contractor. 5.11.4 Rigging equipment shall not be loaded in excess of its recommended safe working load. 5.11.5 Rigging equipment when not in use shall be removed from the immediate work area so as not to present a hazard to employees. 5.11.6 The Contractor will notify the Engineer his intention to bring on to site any equipment or any container with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used during the performance of the works and the Contractor shall strictly adhere to such instructions. BHEL Engineers shall have the right to inspect any construction plant and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained. 5.11.7 Where it necessary to provide and/or store petroleum products or petroleum mixture and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant petroleum Act., Explosive Act and Petroleum and Carbide of Calcium Manual, published by the Chief Inspectorate of Explosives of India. All such storage shall have prior approvals of BHEL Engineer. In case any approvals are necessary from the Chief Inspector of Explosives of any other statutory Authorities, the Contractor shall be responsible for obtaining the same.	

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5.11.8 Valve protection caps shall be in place and secured. 5.11.9 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. 5.11.10 When cylinders are transported by powered vehicles, they shall be secured in vertical position. 5.11.11 All the hand lamps used by the contractors workmen shall be of 24V only. Adequate step-down transformers should be installed at site to cater to the complete requirement. (230V hand lamps should not be used). 5.11.12 All workmen of the Contractor working in construction areas shall wear safety shoes, safety helmets,& safety belt (with double harness - when working at heights). Contractor shall insure his workmen against all accidents, and the policy shall be presented to BHEL. In case of failure to do so BHEL will arrange the same and the expenditure towards this will be debited to the Contractor including BHEL over heads. In case the Contractor fails to provide necessary safety equipment to workmen, BHEL will provide the same to the workers and recover the cost of equipment along with BHEL overheads. 5.11.13 All the above safety conditions are not exhaustive but gives an idea for the Contractor and the Contractor shall adhere to all the safety precautions given by the BHEL Engineer at Site. Such of those workmen who do not follow safety precautions shall be turned out from Site. They will not be allowed to work until they fulfill safety regulations. 5.11.14 Contractor shall arrange at his cost suitable flood lighting arrangement at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area. 5.11.15 The Contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulations/provisions and/or as called upon by the BHEL Engineer and their client from time to time. 5.11.16 The Contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous. 5.11.17 The Contractor shall ensure the safety of all the workmen, material and equipment either belonging to him or to others working at site. 5.11.18 It will be the responsibility of the Contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accidents and damages to other equipment and personnel. 5.11.19 The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at Site. 5.11.20 All the Contractor's Supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the Contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of safety measure. 5.11.21 Contractor shall provide enough firefighting equipment of the types and numbers at his office, temporary structures, labour colony area etc. Access to such firefighting equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the Contractor of any of his responsibilities and liabilities to fire accident occurring. 5.11.22 The Contractor shall at his cost remove from the vicinity of work, all scrap packing materials rubbish unused and other materials and deposit them in places specified by BHEL engineer to keep the work Site clean and tidy. 5.11.23 For this purpose the mechanical completion of erection work shall be deemed to be completed in all respects only when the trial runs of motors and gas tightness tests are completed and certified so by BHEL Engineer. The decision of BHEL in this respect shall be final and binding on the contractor. 5.11.24 The commissioning of the unit shall be deemed to be completed in all respects only when all the equipment are tested and commissioned and the Unit is ready for commercial operation.		

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SPECIAL CONDITIONS OF CONTRACT SECTION - VI 6.0 PRICE ESCALATION: Not applicable 6.0.1 The Contractor has to keep his quoted rates firm for the entire contractual period 6.0.2 However, the Contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously for the entire contractual period including total extended period.		

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SPECIAL CONDITIONS OF CONTRACT SECTION - VII 7.0 <u>EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS:</u> 7.1 BHEL may consider payment for extra works on man-hour basis for such of those works which require major modification of the supplied components which is totally unusual to normal revamping / erection / commissioning work and which are not due to contractor's faulty erection. 7.2 The decision of BHEL in this regard shall be final and binding on the contractor. The contractor may submit his work claim bills (specifically agreed by BHEL Engineer) along with the labour sheets duly certified by BHEL Engineer at site. But BHEL may opt to get those work done through other agencies if they so desire. 7.3 All the extra works, if any, carried out should be done by a separate gang which should be identified prior to start of work for certification of man-hours. Daily labour sheets should be maintained and should be signed by the contractor's representative and BHEL Engineer. Signing of labour sheets does not necessarily mean the acceptance of extra works. Only those works which are identified as not usual to normal revamping / erection and certified so by the Site-in-Charge of BHEL and accepted by designers/supplier's competent authority only will be considered for payment. The decision of BHEL in this regard shall be final and binding on the contractor. 7.4 Average single man-hour rate including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, including consumables for carrying out any rework / rectification that may arise during the course of Erection shall be Rs. 80/- per man-hour. 7.5 Average single man-hour rate including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, excluding consumables for carrying out any rework / rectification that may arise during the course of erection shall be Rs. 60/- per man hour. 7.6 Extra works are broadly defined as below: i) Design changes which will be intimated to the contractor after the start of the work which call for dismantling of the erected components, rectification, modification, etc. ii) Repair / rectification of the components damaged during transit and intimated to BHEL before drawing the materials from BHEL stores. iii) Modification, rectification of components wrongly manufactured/fabricated at works subject to acceptance of the approving authority. Any such modification work costing less than 48 Man Hours per work shall be considered as incidental to erection and shall not be considered for payment. iv) Jobs which require major modification, major repair, major reworks etc. which will be identified as major and warrant extra payment, certified as such by the Site-in-Charge of BHEL and accepted by the designers/competent authority of BHEL. The decision of BHEL in this regard shall be final and binding on the contractor. -----		



Ranipet

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet –632 406
ERECTION SERVICES DEPARTMENT

STATUTORY REQUIREMENT OF CONTRACT

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STATUTORY REQUIREMENT

OF

CONTRACT

(FORMATS & PROCEDURES)

ES : F : 009



R 05- 275

ERECTION SERVICES DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX

RANIPET – 632 406

	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES: F : 009	
anipet		Page No.: 02 of 19	
CHECK LIST			
Bidders are required to fill in the following details:			
1.a	Name of the Bidder With address, Phone No., Mobile No., Fax and e-mail.		
1.b	Nature of Firm (Whether Proprietary, Partnership, Pvt.Ltd, Others-Specify)		
2	Whether EMD submitted as per tender Specification Terms and conditions	Yes	/ No
3	Validity of offer (offer shall be kept valid for acceptance for a period of minimum 6 months)	Yes	/ No
4	Whether Bidder visited the erection Site and acquainted with Site Conditions before quoting	Yes	/ No
5	Whether the following details are furnished.		
5.a	Previous Experience – Photocopies as in QR	Annexure-B-I & B-II	Yes / No
5.b	Present assignments		Yes / No
5.c	Organization chart of the Company	Annexure-C	Yes / No
5.d	Financial status of the Company	Annexure-A	Yes / No
5.e	In case of Company, proof of registration of the Company		Yes / No
5.f	Memorandum and Articles of Association of Company / copy of Partnership Deed.		Yes / No
5.g	Profit and Loss Account For the last three Years		Yes / No
5.h	Balance sheet for the last three years		Yes / No
5.i	Income Tax clearance Certificates		Yes / No
5.j	Solvency Certificate from a Nationalized Bank		Yes / No
5.k	Power of Attorney of the person signing the tender duly attested by a Notary Public		Yes / No
5.l	Names and addresses of Directors, Partners their Experience and qualification		Yes / No
5.m	Manpower Organization chart and Tools list with deployment plan at Site for satisfactory completion of work under this specification		Yes / No
5.n	EPF Registration No. (with a copy of certificate)		
5.o	Service Tax Registration No.(with copy of certificate)		
5.p	E- payment acceptance as per appendix.		Yes / No
5.q	Rate schedule as per the schedule appended		Yes / No
6	Whether the Bidder is conversant with local labour laws and conditions		Yes / No
7	Whether the Bidder is aware of all safety Rules and codes.		Yes / No
8	Whether the declaration sheet (as per appendix enclosed) filled		Yes / No
9	Whether the erection schedule (as per appendix enclosed) furnished		Yes / No
10	Whether all the pages are read, understood and signed		Yes / No
SIGNATURE OF BIDDER NOTE: The Bidders are requested to peruse the Tender Specification terms and conditions carefully and furnish the above information also in detail as required			

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OFFER OF THE BIDDER
(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)

To
The Sr.Dy. General Manager
 Erection Services Department,
 Bharat Heavy Electricals Limited,
 Boiler Auxiliaries Plant,
 Indira Gandhi Industrial Complex,
 RANIPET –632 406. (TAMIL NADU).

Sir,
 I / We hereby offer to carry out the work detailed in the Tender Specification No. BAP /ERN /JPL-TAMNAR/ESP /-345 issued by M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Ranipet in accordance with the terms and conditions thereof:

I/ we have carefully pursued the following documents connected with the above work and agree to abide by the same. We herewith confirm that we have visited the site of work JPL-Tamnar

- General terms and conditions of work (ES: F:010)
- Statutory requirement of Contract (ES: F:009)
- Special conditions of Contract for Mechanical scope of works (Section-III& Section-IV)
- Tender Specification no. BAP /ERN /JPL-TAMNAR/ESP /-345
- Special Instructions to Bidder
- General terms and conditions of Reverse Auction.
- Other sections, appendices, annexure, schedules and drawing.

I/We have deposited / forwarded herewith the Earnest Money Deposit in the form prescribed and as stipulated in Clause No.1.4. of the General Conditions of Contract for Works towards the Earnest Money Deposit for a sum of **Rs. -----/- (----- only)**

vide Pay Order No.....Dt..... 2021
 Demand Draft No..... dt..... 2021 which shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit such additional sum, within the stipulated time as may be indicated by BHEL, which along with the sum of **Rs.**

(Rupees.only)
 shall make up the Security Deposit for the work as provided for in clause 1.8.2 of the General Conditions of Contract for Works.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as indicated in the Annexure enclosed thereto.

SIGNATURE OF BIDDER:		
Place:		ADDRESS:
Date:		

WITNESSES WITH FULL ADDRESS

	SIGNATURE	NAME	ADDRESS
1			
2			

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APPENDIX – II (To be filled by Tenderer and submitted along with Tender document)			
Sl. No.	PARTICULARS	YES	NO
01	GST		
a.	GST Registration No. of Tenderer (copy to be enclosed)		
b.	Issue of Tax Invoice as per GST Rules		
c.	Whether Tenderer is taking GST Credit for their Inputs		
d.	Under which Service Head is Service provided (SAC Code)		
e.	If GST is Exempted , furnish reasons		
f.	GST to indicate in your invoice: Chhattisgarh GSTIN: 22AAACB4146P3ZN		
02	INCOME TAX		
a.	PAN No. of Tenderer		
b.	If Exempted , furnish exemption Certificate		
c.	PAN No. of BHEL : AAACB/4146/P		
	NOTE :		
	1. Rates Quoted shall be clearly indicated that they are INCLUSIVE of all Taxes & Duties except GST. The Contractor has to issue invoice accordingly. Also refer clause 15.0 of Tender specification regarding Taxes & Duties		
	2. Payment will be made <u>only through e-payment</u> to your account. Payment through Cheese / DD payment will not be made by BHEL.		
Tenderer has to submit Banker's Certificate as per format specified in APPENDIX- IV.			
Agreed to the Above Conditions			
Signature of the Tenderer :			

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APPENDIX - III
ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR																
	MOBILE, PHONE NO. WITH STD CODE																
	PAN NO.																
	VENDOR CODE (as in Purchase Order)																
02	Details of Bank Account:																
03	A) NAME & ADDRESS OF THE BANK (WITH PIN CODE)																
	B) BANK TELEPHONE NUMBER (WITH STD CODE)																
	C) BANK BRANCH CODE																
	D) MICR CODE																
	E) ACCOUNT NUMBER																
	F) TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT															
	G) Vendor name as per Bank records																
	H) BANK BRANCH RTGS IFSC CODE																
	I) BANK BRANCH NEFT IFSC CODE																
	J) VENDOR'S EMAIL ID (give two ids)																
	1																
	2																
	K) NAME OF AUTHORISED SIGNATORY																

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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APPENDIX – IV

Certified by Chartered Accountant on letter head

This is certify that M/s
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (part-II) dated:.....
Category:.....(Micro/Small)).(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date
..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated 5, 2006.

Rs..... Lakhs

2. **For Services Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lakhs

The above investment of Rs..... Lakhs is within permissible limit of
Rs..... Lakhs for Micro/Small (**Strike off
which is not applicable**) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant



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CERTIFICATE OF NO DEVIATION

(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)

I / Weof M/s

hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am / We are agreeing to all the terms and conditions mentioned in the Tender Specification (**No.:** BAP /ERN /JPL-TAMNAR/ESP /-345).

Date:

SIGNATURE OF THE BIDDER

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DECLARATION SHEET (FORMAT - To be typed written in LETTER HEAD and submitted along with offer)		
I, hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BAP /ERN /JPL-TAMNAR/ESP /-345 are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications. Further certify that I am duly authorized representative of the under mentioned Bidder and a valid power of Attorney to this effect is also enclosed.		
BIDDER’S NAME AND ADDRESS:		
AUTHORISED REPRESENTATIVE’S SIGNATURE WITH NAME AND ADDRESS		



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FINANCIAL VIABILITY (Annexure-A)

Sl. No.	Aspects		Rs.	To be filled-up
1	Owner's Capital in the business (In case of Partnership Please Mention percentage of shares and Amount)		Rs.	
2	Quantum of business done during Last three financial years.	Year 20 ____ - ____	Rs.	
		Year 20 ____ - ____		
		Year 20 ____ - ____		
		(Year 20 ____ - ____)		
3	Value of Fixed Assets of the business in last three years	Year 20 ____ - ____	Rs.	
		Year 20 ____ - ____		
		Year 20 ____ - ____		
		(Year 20 ____ - ____)		
4	Guarantee limits (if any) Enjoyed by the firm		Rs.	
5	Overdraft limits (if any) Enjoyed by the firm		Rs.	
6	Income Tax paid during the last three Years	Year 20 ____ - ____	Rs.	
		Year 20 ____ - ____		
		Year 20 ____ - ____		
		(Year 20 ____ - ____)		
7	Please state whether audited profit and Loss Account and Balance Sheet for last 3 Years and Solvency Certificate are Enclosed.			Yes / No

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

Signature of the Bidder

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ORGANISATION STRUCTURE					
1. Management structure of the firm: Whether public limited / Private Limited / Sole Proprietorship / Partnership. 2. Details of the staff presently on permanent rolls of the organization. a) Engineering / Supervisory Staff.					
Sl No	Name and Designation	Qualification	Experience Years	Proposed to be deployed at site for this job	Remarks If any
Signature of the Tenderer					

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ORGANISATION STRUCTURE

b) Details of Technical staff:

Sl No	CATEGORY	Total Number on Rolls	Numbers Proposed to be deployed at site for this job		
1	Supervisors / Foreman				
2	Store Keepers				
3	Electrician				
4	Fitters				
5	Welders				
6	Sarang				
7	Rigger				
8	Painter				
9	Light Vehicle Driver				
10	Heavy vehicle Driver				
11	Semi-skilled worker				
12	Unskilled Worker				
13	Crane Operators				
14	Crane Maintenance Staff				
15	Other vehicles maintenance staff				
16	Other category of staff, if any				

Signature of the Tenderer

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FACILITIES FOR STAFF & WORKERS AT SITE					
2a	1. ACCOMMODATION: a) For Engineer / Supervisor / other staff				
Sl	Category	Type of accommodation	Facilities provided	Remarks	
b) No. of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen.					
1	MEDICAL:				
2	CONVEYANCE:				
3	OTHER AMENITIES:				
Date : SIGNATURE OF THE BIDDER					

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SCHEDULE TO BE FURNISHED BY THE TENDERER				
1. Bidder shall submit the following technical proposal documents (a detailed write-up on his erection plan) along with the offer indicating the proposal to achieve the milestone dates, giving details of erection sequence, manpower deployment plan and T&P deployment plan for the various erection activities. The bidder shall submit histograms for Equipment, Staff and Labour to be deployed on the Work. - Method Statements along with appropriate drawings for pre-assembly works, dismantling works and erection works - Site establishment plan based on the ESP layout drawing provided, showing the locations of site office, storage yard, tower crane location, mobile crane/ trailer movement to facilitate the pre-assembly works, dismantling works and the erection works - Cycle time calculations for critical activities - Rated Load chart, Range diagrams, Manual of the proposed tower crane - Rated Load chart, Range diagrams, Manual of the proposed mobile crane 2. Bidders are required to submit details for the above. Bids received without above documentary proof are liable to be rejected. 3. The Tenderer is required to submit the following schedule along with his offer.				
Schedule-A		PERT / CPM Bar Chart showing Work Breakdown Structure, time schedule and Milestone dates		
Schedule-B		Schedule of Plant, Equipment and Tools		
Schedule-C		Schedule of Project Staff (identifying skill and work area)		
Schedule-D		Schedule of Labour -Day wise deployment of skilled / semiskilled / unskilled and other categories of workers to suit the above programme.		
Schedule-E		Schedule of Consumables (LPG, Oxygen, Welding Electrodes, etc.,)		
Schedule-F		Day wise schedule of erection quantities		
Schedule-G		Construction power / electricity required for / Office / stores / workshop sheds, etc. of the tenderer in the following format.		
Electricity required for			Average	Peak
Construction:(Scope of work covered in this tender)		Amp		
		KVA		
Office & Storage sheds		Amp		
		KVA		
Note-1		Tender offers are liable to be rejected in the event of non-submission of above schedules along with the offer complete with all the details asked for.		
Note-2		Contractor may also indicate their ability in completing the contract in a period shorter than that mentioned.		
Date :		SIGNATURE OF THE BIDDER		

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ANALYSIS OF UNIT RATE QUOTED (Only Percentages to be Quoted)			
Sl-No	Description	Percentage of the rate quoted	Remarks, If any
1	Site facilities viz. electricity, water, workshop and other infrastructure facilities		
2	Salary & wages for staff and workers		
3	Consumables a) Gases b) Electrodes c) Steel materials d) Others		
4	Depreciation and maintenance for T&P, other items		
5	Establishment and Administration expenses of sites		
6	Retrenchment benefit		
7	Overheads		
8	Extra work incidental to erection		
NOTE: All Bidders are requested to take care that the rates quoted by them are not disclosed in any way while furnishing the above details.			
Date : SIGNATURE OF THE BIDDER			



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ANNEXURE A – 1
STATUS OF TOOLS & PLANTS

List of equipment / Machinery / T&P owned by the contractor and proposed to be deployed by the contractor for this work.

NOTE: Bidders are required to furnish the details as desired below with regard to the equipment machinery, tools & plants, consumables and workshop facilities owned by them along with documentary proof for the same

Sl-No	Name of the equipment	Total Qty Available	Qty proposed to be deployed	Type, capacity, Specification	Year of Make	Date of Purchase	Registration Number	Present Location	Utility factor of the Machine
1	Cranes - Tower crane 120 MT / 150 MT Mobile crane 60 MT / 75 MT / 90 MT Mobile cranes 18T / 14T /12T / 10 T Capacity Mobile crane								
2	5T or 8T Capacity fork-lift or Hydromack								
3	Tractor Trailors								
4	Trucks								
5	Wooden sleeper								
6	DC Welding Generator / Welding transformer with cables								
7	DC Welding Generator / Welding transformer with cables								
8	Air Compressors								
9	Electrical winches 10 MT Capacity 5 MT Capacity 2 MT Capacity								
10	Hand winches								
11	Hydraulic Torque wrenches								

Sl-No	Name of the equipment	Total Qty Available	Qty proposed to be deployed	Type, capacity, Specification	Year of Make	Date of Purchase	Registration Number	Present Location	Utility factor of the Machine
12	Electrode drying oven								
13	Portable electrode drying oven								
14	Spur gear chain pulley block 5T Capacity 3T Capacity 2T Capacity								
15	Gas cutting set with hoses								
16	Hydraulic jacks 5T Capacity 10T Capacity 20T Capacity								
17	Low voltage transformer with Hand lamps								
18	Single sheave snatch pulley blocks 5T Capacity 10T Capacity 20T Capacity								
19	Double sheave pulley blocks 3T Capacity 5T Capacity 10T Capacity								
20	3T Capacity D shackle								
21	5T Capacity D shackle								
22	10T Capacity D shackle								
23	20T Capacity D shackle								
24	Bull dog grips suitable for steel wire rope of Dia 25 mm Dia 22 mm Dia 19 mm Dia 16 mm Dia 9 mm								
25	Turn Buckle 3T to 10T capacity								
26	Single Shave Pulley Block 1T Capacity 3T Capacity 5T Capacity								
27	Oxygen regulator								
28	Acetylene regulator								

Total Qty Available	Qty proposed to be deployed	Type, capacity, Specification	Year of Make	Date of Purchase	Registration Number	Present Location	Utility factor of the Machine		
29	Gas Welding and cutting accessories with 20M long hose								
30	Spirit level 0.02 mm/M								
31	Tacho Meter								
32	Megger								
33	Various sizes of portable grinders								
34	Bench grinder								
35	Heavy duty high speed portable grinder								
36	Flexible shaft grinders								
37	Pneumatic drill ½" & 1"								
38	Torque wrenches 300mm 450mm 600mm								
39	Pull lifts 1.5T Capacity 3T Capacity 6T Capacity								
40	Compensating Cables								
41	Steel wire ropes for guy ropes								
42	Bench files of various sizes								
NOTE: Details of Maintenance facilities to be provided at Site for maintaining the various Equipment:									
Date :									
SIGNATURE OF THE BIDDER									



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ANNEXURE B-I

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS IN THE LAST SEVEN YEARS

Sl-No	Details of Jobs Executed/ In Progress with Location of Projects	Financial Value of the contracts	Number of Strikes/ Work Stoppages with duration and Mandays Lost	Number Accidents Fatal/Minor	Details of the Insurance provided for the workers for Accidents/ Deaths	Details of safety equipment provided to workers

Use Annexures-If required

Signature of the Bidder



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ANNEXURE B – II

Previous Experience

(FOR ESP PROJECTS ONLY)

Sl-No	Name of the Project with unit capacity	Date of Letter of Intent	Date of Start of Erection	Date of Collecting Electrode Loading	Trail run of rapping Motors	Date of Air Tightness Test	Date of GD Test	Testing & Commissioning

Use Annexures-If required

Signature of the Bidder

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	UN-Priced-PRICE-BID Page 01 of 01		
		BAP /ERN /JPL-TAMNAR/ESP /C-345		
TENDER DOCUMENT (BAP:ERN:JPL-TAMNAR-ESP:C :345) Priced Bid SCHEDULE OF RATES & QUANTITIES				
Scope of Works: Restoration of Damaged ESP Pass-D in unit # 4 (600 MW) at OP Jindal Power Ltd, STPP, Tamnar. The works includes dismantling of damaged ESP and transporting to JPLs scrap yard/stores located with in the plant, receipt, unloading & storage of new ESP materials, Erection, alignment, welding, testing and commissioning of new ESP pass- D as per BHEL drawings, specifications and BHEL Engineers instructions.				
Sl no	Description of Work	QTY	UoM	Weightage in %
A01	Dismantling Works: Dismantling of damaged ESP pass-D of size FAA-10X37.5M-2X112150-2 and devolution of dismantled materials to JPL’s stores/scrap yard with in the plat boundary	2400	MT	30.0197
A02	Unloading Works: Receipt of materials from lorries/trailers, unloading and storage at site.	2400	MT	1.8433
A03	Erection & commissioning Works: Receipt of ESP materials from BHEL/Customer’s stores, transporting to site of work, pre-assembly, Erection, alignment & welding as per BHEL Drawings and instructions	2400	MT	61.6194
A04	Insulation works: Erection of scaffolding, fixing of studs, laying of 50 MM thick LRB wool mattress, fixing of retainers and casing supports and cladding with 0.71mm Al sheet as per drawings and instructions of BHEL Engineer	11000	Sq.mtr	6.5174
K	TOTAL value for the above scope of work in Indian Rupees			
M	GST @_____%			
N	TOTAL value for the above scope of work in Indian Rupees inclusive of GST			

Note: Vendor to work out his rates in a separate paper and quote only lump-sum price for entire scope of work in column (**K**). Individual item rates for the above schedules will be arrived based on the lump sum price quoted by the bidder and weightage indicated against each schedule. Applicable/Quoted GST amount will be payable extra. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.

SIGNATURE OF BIDDER

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi- 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

^ (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s is for_____

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractors)

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason The Principal will in particular. before and during the tender process, provide to all Bidder) the same information and will not provide to any Bidders) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2. If the Principal obtain information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1880 and Prevention of Corruption Act 1988 or any other statutory penal enactment or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) Contractor(s).

- 2.1. The Bidders/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1. The Bidder Contractor(s) will not, directly or through any other person or firm. offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2. The Bidder(s)/Contractor(s) will not enter with other Bidders into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3. The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.
 - 2.1.4. Foreign Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2. The Bidder(s)/Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offence.
- 2.3. The Bidder(s)/Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or act in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principle.

Section 4-Compensation for Damages

- 4.1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damaged equivalent Earnest Money Deposit/ Bid Security.
- 4.2. If the Principals has terminated the contract according to Section 3, or it the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recovery from the Contractor liquidated damages equivalent to 5 % of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

Section 5 Previous Transgression

- 5.1. The Bidder declares that no previous transgressions occurred in that 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6- Equal treatment of all Bidders Contractors / Sub-contractors

- 6.1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. in case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by its sub-contractors.
- 6.2. The Principal will disqualify from the tender process all bidders who do not sign on this pact or violate its provision.

Section 7- Criminal Charges against violating Bidders Contractors Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractors or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Police.

Section 8- independent External Monitor

- 8.1. The Principal appoints competent and credit independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- 8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.
- 8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relation between the Printing and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5. The role al IEMs is advisory, world not be legally binding and it is restricted to resolving issue raised by an intending bidder regarding any aspect of the tender which allegedly restrict competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

- 8.6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of EMS jointly as far as possible. who would look into the records, conduct an investigation and submit their joint recommendations to the Management.
- 8.7. The IEMs would examine all complaints received by them and give their recommendation/view to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case et suspicion of serious irregularities requiring legal/administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8. The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9. IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10. The Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act and the CMD BHEL has not, within reasonable time taken visit action to proceed against such offence or reported it to the Vigilance office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11. The number to independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12. The word "Monitor" would include both singular and plural.

Section 9- Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty/guarantee should be outside the purview of IEMs.
- 9.2. If any claim is made/lodged during currency of IP, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid in this case, the parties will strive to come to an agreement to their original intentions.

10.5. Only those bidders/contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For On behalf of the Principal

For On behalf of the Bidder/Contractor

(Office Seal)

Place _____

Date _____

Witness: _____

(Name & Address): _____

Witness: _____

(Name & Address):
