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TENDER DOCUMENTS		

Tender Notice No	97972023361, Dt: 07.09.2023
Name of work	False ceiling works in ESP Electrical Control Room, Scope of works includes supply of Gypsum ceiling materials, Support frames and erection in 3 ECRs (Electronic Control Rooms) of ESPs of Unit # 2 to 5 (4 X 330 TPH Boilers) in TPP at RINL-Vizag.
Type of tender	Open Tender (Two part bid)
Period of contract	6 (Six) Months
Earnest Money Deposit (EMD) Amount	Rs. 13,200/- (Rupees Thirteen Thousand Two Hundred only)
Tender download start date	08-09-2023
Last date & Time for Receipt of the Tender	22-09-2023 at 12.00 Hrs.
Date of Technical bid Opening	22-09-2023 at 16.00 Hrs. onwards
<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	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.
Submission of Tender	Online submission through BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app
Tender Opening	Online through e-Procurement Portal
Note: <ol style="list-style-type: none"> The Tender documents can be down loaded from BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app and also BHEL website (https://www.bhel.com/ tenders). BHEL, Ranipet reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (https://eprocurebhel.co.in/nicgep/app) only. Bidders shall keep themselves updated with all such developments. BHEL Ranipet reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past. Contract will be awarded to single party only. 	



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TENDER SPECIFICATION No: 97972023361

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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 completion of the work shall be arranged by the contractor with in the stipulated time period for avoiding any 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. Approval, if any, required from statutory authorities like Labour Commissioner, should be obtained by the bidder at his own cost and risk.
11. The bidder should mobilize maximum labour force from the local area of work.
12. These Tender Documents are not transferable.
13. 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.
14. **ADDRESS FOR COMMUNICATION AND CLARIFICATION.**

THE ADDITIONAL GENERAL MANAGER,
ERECTION SERVICES DEPARTMENT,
BHARAT HEAVY ELECTRICALS LIMITED,
BOILER AUXILIARIES PLANT,
RANIPET – 632 406.
Phone No.:04172 - 241171 / 284973
E- mail : plramana@bhel.in

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Notice Inviting Tender (NIT)

Online 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 SPECIFICATION No. : 97972023361


1. **NAME OF THE WORK:** False ceiling works in ESP Electrical Control Room, Scope of works includes supply of Gypsum ceiling materials, Support frames and erection in 3 ECRs (ECR-1, ECR-2 and ECR-3 (Electronic Control Rooms) of ESPs of Unit #2 to 5 (4 X 330 TPH Boilers) in TPP at RINL-Vizag.
2. **EARNEST MONEY DEPOSIT (EMD):** Total EMD is **Rs. 13,200/- (Rupees Thirteen Thousand Two Hundred only)** Every tender must be accompanied by the prescribed amount of earnest money deposit).
3. **Mode of payment** of Earnest money deposit (EMD).
 - 3.1.1 **Electronic Fund Transfer** credited in BHEL account No.10664849171 SBI-Mukundarayapuram, IFSC Code: **SBIN0007013** (before Technical-Bid of tender opening)
 - 3.1.2 Banker's Cheque/Pay Order/ **DEMAND DRAFT** drawn in favor of M/s BHARAT HEAVY ELECTRICALS LIMITED payable at RANIPET.
- 3.2 **An offer / bid that is not accompanied by the requisite EMD amount is liable to be summarily rejected.**
- 3.3 **MSME/NSIC registered parties are also required to submit the EMD for the full value and no exemption is applicable.**


4 TENDER SCHEDULE:


a.	SALE OF TENDER SPECIFICATION DOCUMENTS	08-09-2023
b.	PRE- BID MEETING	Not Applicable
c.	DUE DATE AND TIME FOR SUBMISSION OF OFFER	22-09-2023 at 12.00 Hrs.
d.	DATE & TIME OF OPENING OF TECHNICAL BID	22-09-2023 at 16.00 Hrs.


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

- 5 **PRE BID MEETING:** Not Applicable
- 6 **OPENING OF TENDER:** Technical bids will be opened online on the mentioned date. In case the opening of the tender is, a non-working day then the opening will be taken place on the next working day.
- 7 Tender specification documents with complete details are hosted in e-procurement portal(NIC), BHEL web page (www.bhel.com). Bidders can directly download the same and use for submission of online offers.

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<p>8 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.</p> <p>9 BHEL will not take any responsibility for delay/loss of documents or correspondence sent by courier/post.</p> <p>10 Acceptance of any bid shall be subjected to the approval by BHEL’s Customer.</p> <p>11 BHEL reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.</p> <p>12 All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the NIC Portal (https://eprocurebhel.co.in/nicgep/app) only and not in the newspapers. Bidders shall keep themselves updated with all such developments.</p> <p>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.</p> <p>14 QUALIFYING REQUIREMENTS (QR): The Bidder must satisfy the following Qualification Criteria for participating in the Tender.</p> <p>14.1 The average financial turnover of the company during the last 3 years, ending 31st of March 2023, should be at least of Rs. 2 Lakhs. Audited balance sheet and profit & loss account of the company for the last three financial years (FY) ending on 31/03//2023 duly certified by chartered accountant /auditor should be submitted.</p> <p style="text-align: center;">AND</p> <p>14.2 Experience of having successfully completed either of the following similar works during last 7 years ending July-2023.</p> <p>a) One similar completed work each costing not less than the amount equal to Rs: 5.30 Lakhs. (OR)</p> <p>b) Two similar completed works each costing not less than the amount equal to Rs: Rs: 3.30 Lakhs (OR)</p> <p>c) Three similar completed works each costing not less than the amount equal to Rs: 2.64 Lakhs</p> <p>14.3 Definition of Similar work: Execution False ceiling works in ESP Electrical Control Room or control room in any power plants/ steel plants/ cement plants/ industries / factories</p> <p>14.4 A bidder must satisfy all the qualifying requirements enumerated as in (14.1) and (14.2) above concurrently in order to qualify to participate in this tender</p> <p>15. Supporting documents for QR:</p> <p>Bidder shall submit documents in support of possessing qualifying requirements as under, duly self-certified and stamped by the authorized signatory.</p> <p>(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.</p> <p>(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.</p> <p>(iii) Certified Photocopies of Audited profit and loss account accompanied by relevant schedules for turnover figures.</p> <p>16 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.</p>		


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<p>17 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.</p> <p>18 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.</p> <p>19 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.</p> <p>20 Offers received with any deviation or without relevant information are liable to be rejected.</p> <p>21 Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected</p> <p>22 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.</p> <p>23 LIQUIDATED DAMAGES: Time is the essence of the contract. The contractor has to complete the entire 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 contract value subject to a ceiling of 5% of contract value shall be levied.</p> <p>24 REVERSE ACTION (RA): Not applicable</p> <p>25 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</p> <p>26 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.</p> <p>27 PRICE BID EVALUATION CRITERIA: The successful bid shall be based only on the total quoted value for the entire scope of work, in the online “Price bid”.</p> <p>28 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site “www.bhel.com”.</p> <p>29 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.</p>		

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<p>30 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.</p> <ol style="list-style-type: none"> Amendments / clarifications / corrigenda / errata etc. issued. Notice Inviting Tender (NIT) Price Bid. General Conditions of Contract Forms & Procedures <p>31 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.</p> <p>32 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</p> <p>33 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:</p> <ol style="list-style-type: none"> 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." <p>34 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.</p> <p>35 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.</p> <p>36 BHEL reserves the right to assess Bidder's Capacity and Capability.</p> <p>37 Overwriting or erasures should be avoided. if however, they exist they must be invariably attested.</p> <p>38 Cost of bid preparation along with supporting documents as called for and submission of the same is to bidders account.</p> <p>39 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.</p> <p style="text-align: center;">*****</p>		

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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: -
 - 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 along with each bill is required for timely processing & payment.
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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PROCEDURE FOR SUBMISSION OF TENDERS:

1. The tenderer must submit their tender in two parts namely price bid and technical bid. For technical bid submission, the vendor has to down load the tender documents from NIC portal, sign in all pages and scan and upload in pdf format in the NIC portal along with all required PQR supporting documents. For price bid submission, the vendor has to quote their lumpsum price at the specified column in the online price bid format (xls. file).

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TENDER SPEC. No : 97972023358

PROJECT INFORMATION

1. Purchaser and Owner : M/s. Rashtriya Ispat Nigam Limited, Visakhapatnam
2. Location : Visakhapatnam Steel Plant, Visakhapatnam
3. Nearest Railway station : Visakhapatnam, 19 km away
4. Distance of the work-spot from Main gate: 7 KM Appx

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, movement of cranes / derricks etc. in the store yard / work site during material handling, erection, storage facilities available, constraints on access and movements, etc. 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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TENDER SPECIFICATION

TENDER SPEC. No: 97972023358

1.0 SCOPE OF WORK:

False ceiling works in ESP Electrical Control Room, Scope of works includes supply of Gypsum ceiling materials, Support frames and erection in 3 ECRs (ECR-1, ECR-2 and ECR-3) (Electronic Control Rooms) of ESPs of Unit # 2 to 5 (4 X 330 TPH Boilers) in TPP at RINL-Vizag.

1.1 BROAD SCOPE OF WORK:

The scope of work encompasses the design, supply, installation, Erection and finishing of the false ceiling system within the control room area. The false ceiling system will consist of modular components that meet the requirements of the project specifications and design guidelines.


- i) Detailed false ceiling system design and layout
- ii) Supply of all necessary materials, including ceiling panels, suspension framework, fasteners, and any other related components, ensuring they meet the specified quality standards
- iii) Installation of the false ceiling system in accordance with industry best practices and safety standards
- iv) Coordinate with the project management team to schedule installation activities
- v) Assemble and install the suspension framework with necessary supports securely and accurately
- vi) Install ceiling panels, ensuring proper alignment and fit
- vii) Integrate lighting fixtures, ventilation grilles and other fixtures as specified
- viii) Final inspection and quality assurance of the completed false ceiling

2.0 ROUND THE CLOCK WORK: The ESP replacement work is to be carried during shutdown of the running plant and the relevant works are to be completed as per instructions of BHEL. This will call for executing unloading work with enhanced resources and round the clock. The contractor shall provide labor amenities, necessary safety gadgets etc for the manpower deployed for the work. The bidder shall consider all such contingencies in their offer.

3.0 SITE LOCATION: Please see project information sheet.

4.0 TOOLS & TACKLES: It may be noted that **BHEL will not provide** any cranes for execution of the work. All required resources including D-shackles ropes, concrete/wooden sleepers etc etc. are to be arranged by the contractor only. The quoted rate shall consider all the eventualities that may arise during such works.

5.0 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 labours/security nearer to BHEL site office.

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6.0 HEALTH, ENVIRONMENT AND SAFETY: The contractor shall follow good safety practices at the site. All personnel shall be provided 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 prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of M/s RINL-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 and other local political conditions shall be studied before submission of this budgetary offer.

7.0 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.

7.1 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.

8.0 Minimum Wages to be paid by the contractor to their workers prescribed by the state/Central Govt. under the minimum wage Act 1948. Any increase in minimum wages/ statutory requirements, during the contract period, will have to be borne by the contractor. The statutory requirements like PF, ESI will be applicable for the actual total wage per month. Bonus amount will be as per bonus act. Earned Leave payment as per Act. Contractor quoted rate 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.


8.1 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, relating thereto and rules framed, there under from time to time.

8.2 BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.

8.3 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.

9.0 Personal Accident Insurance Policy:

The Contractor shall take 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 pay the 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.

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<p>10.0 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 strictly as per payment terms in the tender specification.</p> <p>11.0 FIRM PRICE: The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates or price escalation is allowed under any circumstances.</p> <p>12.0 VARIATION IN QUANTUM OF WORK: The details of quantum of work are indicated in the rate schedule which is only approximate and is likely to vary to the extent of PLUS or MINUS 15% of the scheduled quantities</p> <p>13.0 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”.</p> <p>14.0 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).</p> <p>15.0 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.</p> <p>16.0 Procedure for reimbursement of GST (Pls. refer to the Annexure of T&C of GST): The GST shall be reimbursed against documentary evidence. The current rate of GST is @ 18% of taxable service rendered</p> <p>17.0 MODE OF PAYMENT: 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 of BHEL. Payment will be made within a reasonable time period for MSME vendors within 45 days and for non MSME vendors within 90 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.</p> <p>18.0 Terms of Payment:</p> <ol style="list-style-type: none"> 95 % of the item rate shall be released on pro-rate basis after completion of false ceiling work based on BHEL Engineer certificate. Balance 5 % of the item rate shall be released after completion of the entire scope of work. <p>19.0 PERIOD OF CONTRACT / DURATION OF WORK : The total duration for the tendered scope of work is 6 (Six) Months. The time period shall commence from commencement of work at site. The work shall be commenced as per instructions of BHEL site Engineer.</p> <p>20.0 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</p> <p>21.0 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.</p> <p>22.0 OVER-RUN COMPENSATION (ORC): Not applicable</p> <p>23.0 EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS: Not applicable.</p> <p>24.0 The following documents enclosed shall also form part of the tender:</p> <ol style="list-style-type: none"> General terms and conditions of work (Section I&II u/ref ES:F:010 Statutory requirement of contract (Forms & procedure) (ES: F:009) <p style="text-align: center;">*****</p>		



Ranipet

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

UN-Priced-PRICE-BID
 Page 01 of 01

97972023361

TENDER DOCUMENT**Un -Price Bid****SCHEDULE OF RATES AND QUANTITY**

SCOPE OF WORK: False ceiling works in ESP Electrical Control Room, Scope of works includes supply of Gypsum ceiling materials, Support frames and erection in 3 ECRs- ECR1, ECR2 and ECR3 (Electronic Control Rooms) of ESPs of Unit 2 to 5 (4 X 330 TPH Boilers) in TPP at RINL-Vizag

Sl. No.	DESCRIPTION OF ITEM	UOM	QTY	Rate/Unit	Amount
A01	Providing and fixing of Gypsum Based false ceiling in ESP Electrical Control Rooms for 3 ECRs (ECR1, ECR2 & ECR3) of ESPs of Unit # 2 to 5 of (4 X 330 TPH Boilers) in TPP at RINL-Vizag. (Scope of works includes supply of Gypsum ceiling materials, Support frames and erection in 3 ECRs)	Sq. Feet	5730	QUOTED	QUOTED
	Total value for the above scope of work in Indian Rupees				QUOTED
B	GST @ _____%				
	Total value for the above scope of work in Indian Rupees inclusive of GST				QUOTED

Note: The Bidder has to work out their rates for above BOQ items separately and quote only lump sum price in the **online price bid**. **Rates quoted elsewhere in technical bid shall be invalid and treated as invalid offer.**

SIGNATURE OF BIDDER

Note: Vendor to quote only the "Rate of GST" in this copy of Un-Priced Bid in Column (B)



Ranipet

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ERECTION SERVICES DEPARTMENT

**GENERAL CONDITIONS OF
CONTRACT
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GENERAL CONDITIONS OF CONTRACT

FOR

WORKS

(SECTION - I & II)

ES : F : 010



ERECTION SERVICES DEPARTMENT


BHARAT HEAVY ELECTRICALS LIMITED


(A Government of India Undertaking)


BOILER AUXILIARIES PLANT


INDIRA GANDHI INDUSTRIAL COMPLEX

RANIPET – 632 406

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	GENERAL CONDITIONS OF CONTRACT ES : F : 010
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SECTION – I		
<p>1. GENERAL INSTRUCTIONS TO BIDDERS</p> <p>1.1. DESPATCH INSTRUCTIONS:</p> <p>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.</p> <p>1.1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.1.9. Discrepancy in Quoted Rates :</p> <p>a. 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.</p> <p>b. 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.</p> <p>c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>d. 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.</p> <p>1.1.10. For the purpose of the tender, the metric system of units shall be used.</p> <p>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.</p>		

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	GENERAL CONDITIONS OF CONTRACT ES : F : 010 <hr/> Page No.:03 of 18
SECTION – I Contd..		
1.2. 1.3. 1.3.1. 1.3.2. 1.3.3. 1.3.4. 1.3.5. 1.3.6. 1.3.7. 1.3.8. 1.3.9. 1.3.10 1.3.11 1.3.12	<p>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.</p> <p>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.</p> <p>FINANCIAL STATUS: A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the bidder enjoys or solvency certificate from the concerned Government authority. Informations required in Annexure A7 shall be furnished by the bidder along with the offer.</p> <p>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.</p> <p>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. Information required in Annexure –BI & BII shall be furnished by the bidders along with the offer.</p> <p>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.</p> <p>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)</p> <p>IN CASE OF AN INDIVIDUAL: His full name, address and place and nature of business shall be indicated.</p> <p>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.</p> <p>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.</p> <p>Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.</p> <p>Names and particulars including addresses of the Directors and their previous experiences shall be furnished.</p> <p>A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.</p> <p>In addition to the above, the particulars required in various annexure shall also be furnished.</p>	

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SECTION – I Contd..		
<p>1.4 EARNEST MONEY DEPOSIT:</p> <p>1.4.1. Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.</p> <p>1.4.1.1. EMD shall be deposited in cash (as permissible under income tax act), Banker’s cheque, Payorder or Demand Draft (payable at Ranipet in favour of “Bharat Heavy Electricals Ltd.,”), Electronic Fund Transfer in BAP/BHEL account (before tender Opening) only. No other form of EMD remittance shall be acceptable to BHEL.</p> <p>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-632 406 during it’s working hours and cash receipt issued shall be enclosed along with the tender.</p> <p>1.4.2. Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.</p> <p>1.4.3. The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit.</p> <p>1.4.4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalization of the tender.</p> <p>1.4.5. Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder:</p> <p>1.4.5.1. Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.</p> <p>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.</p> <p>1.4.5.3. After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.</p> <p>1.4.5.4. Fails to submit SD as indicated in the Letter of Intent.</p> <p>1.4.6. Earnest Money deposit shall not carry any interest.</p> <p>1.5. AUTHORISATION AND ATTESTATION:</p> <p>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.</p> <p>1.6. VALIDITY OF OFFER: The rates in the Tender shall be kept open for acceptance for a minimum period of six months 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.</p> <p>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 from (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.</p> <p>1.8. SECURITY DEPOSIT:</p> <p>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.</p>		

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<p>1.8.2. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p>		
<p>1.8.3. Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p>		
<ul style="list-style-type: none"> i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. The BG furnished towards Security Deposit should be kept valid by proper renewal till the expiry of Six Months after the said work is actually completed. iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) 		
<p>(Note: 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)</p>		
<p>1.8.4. Collection of Security: At least 50% of the required Security Deposit, including the EMD, required to be submitted before start of the work. Balance of the Security Deposit can be recovered by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p>		
<p>1.8.5. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p>		
<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
<p>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.</p>		
<p>1.8.9 No interest shall be payable by BHEL on Earnest Money-Security deposit OR any money due to the contractor by BHEL</p>		

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SECTION – I Contd..

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.
- Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.
- 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.
- 1.9.1.** 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.
- 1.9.2.** 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.
- 1.9.3.** 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.
- 1.9.4.** 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.
- 1.9.5.** 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.
- 1.9.6.** 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.
- 1.9.7.** 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. It may be noted that any conditional or Incomplete bid shall be regarded as non-responsive and would be liable to be rejected.

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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 Authorised 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, 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 informations 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 be the entire assembly of the plant and equipment covered by the contract.
- 2.1.14. **“EQUIPMENT”** shall mean all equipment, machinery, materials, structurals, electricals 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.

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SECTION – II Contd..

- 2.1.17. “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.
- 2.1.18. “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 or association or body of individuals, whether incorporated or not.
- 2.1.19. “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.
- 2.1.20. “MONTH”** shall mean calendar month, unless specified otherwise in the tender.
- 2.1.21. “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 commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 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 any and 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.** 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.
- 2.7.1.** 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.
- 2.7.2.** 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.
- 2.7.3.** 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 :
- 2.7.3.1.** Contractor's continued poor progress.
- 2.7.3.2.** Withdrawal from or abandonment of the work before completion of the work.

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- 2.7.3.3. Corrupt act of contractor.
- 2.7.3.4. Insolvency of the contractor.
- 2.7.3.5. Persistent disregards to the instructions of BHEL.
- 2.7.3.6. Assignment transfer, sub-letting of the contract without BHEL's permission.
- 2.7.3.7. Non-fulfillment of any contractual obligations.
- 2.7.4. 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.
- 2.7.5. To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work. At the rate of **½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.**
- 2.7.6. 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.
- 2.7.7. 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.
- 2.7.8. 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.
- 2.7.9. 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.
- 2.7.10. 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.
- 2.7.11. In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
- 2.7.12. **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.

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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.

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.

2.7.13. 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 there after be any balance out standing from the contractor, it shall be recovered in accordance with the provisions of the contract.

2.7.14. 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.

2.8.1. As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.

2.8.2. 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.

2.8.3. The contractor shall comply with all state and Central 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.


2.8.4. 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 other wise as deemed fit.


2.8.5. 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.

2.8.6. 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.

2.8.7. The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.

2.8.8. The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

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<p>2.8.9. 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.</p> <p>2.8.10. 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.</p> <p>2.8.11. 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 contractors bills/security deposit in one installment.</p> <p>2.8.12. The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.</p> <p>2.8.13. 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> <p>2.8.14. 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.</p> <p>2.8.15. 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.</p> <p>2.8.16. 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, store keepers 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.</p> <p>2.8.17. 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.</p> <p>2.8.18. 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.</p> <p>2.8.19. 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.</p> <p>2.8.20. 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.</p> <p>2.8.21. 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.</p> <p>2.8.22. 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.</p>		

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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 2.7 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.

2.9.1. 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:

2.10.1. BHEL/their customer shall arrange for insuring the materials/properties of BHEL / customer covering the risks during transit, storage, erection and commissioning.

2.10.2. 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.

2.10.3. 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.

2.10.4. 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.

2.10.5. 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.

2.11. STRIKES & LOCKOUTS:

2.11.1. 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 won labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.


2.11.2. For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.12. FORCE MAJEURE:

2.12.1 The following shall amount to FORCE MAJEURE:

Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic 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.

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<p>2.13. GUARANTEE:</p> <p>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.</p> <p>2.14. ARBITRATION:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The arbitrator shall give a separate award in respect of each dispute or difference referred to him.</p> <p>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.</p> <p>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.</p> <p style="text-align: center;">*+*</p>		



Ranipet

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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 in the manner specified above shall constitute the breach of contract, and first party reserved the right to take any 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 also 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 any thing 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.



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant, Ranipet –632 406
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ANNEXURE- "E"
PROFORMA FOR SECURITY DEPOSIT

THIS DEED OF GUARANTEE made this day of _____ by Messrs. _____ (hereinafter called the Bank) in favour of Messers. BHARAT HEAVY ELECTRICALS LIMITED, RANIPET having its Registered Office at New Delhi (hereinafter called the Principal)

WHEREAS Messrs. _____ (hereinafter called the Contractor) has entered in to a Contract with Bharat Heavy Electricals Ltd., Ranipet arising out of Letter of Intent No. _____ Dt. _____ addressed by the Principal to the Contractor (hereinafter called the said agreement) for

AND WHEREAS the said Agreement provides that the contractor shall pay a sum of Rs. _____ (Rupees _____ only) towards 50% of full Security Deposit to be made in the form and manner therein specified.

AND WHEREAS the Contractor have approached the Bank and at their request and in consideration of the agreement arrived at between the said contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned to the Principal.

NOW, therefore, these present witness that we the Bank by the hand Mr. _____ its lawfully and duly constituted attorney, do hereby undertake to pay to the principal a sum of Rs. _____ (Rupees _____ only)

without demur on demand being made by the principal and to keep the principal indemnified to the extent of Rs. _____ by

virtue of this guarantee against any loss or damage caused to or suffered by the principal by reason of any breach by the aforesaid contract of any of the terms and or conditions, stipulations or undertakings of any one of them contained in the said Agreement and the tender documents attached thereto and for the payment of any money or moneys payable by the said contractor to the principal under the terms and conditions of the said Agreements (the decisions regarding the breach, loss damage or payment due being solely in the discretion of the Principal).

We further undertake to pay without demur the aforesaid amount in a lump sum on demand or such part thereof as the Principal may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any Court Tribunal or Arbitration Proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the principal, to the Contractor in or fulfilling the said agreement between contractor and the principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change/and or variation of the terms and or variation of the terms and or/conditions of the said agreement is hereby specifically waived by us. Further we shall not be release from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said agreement by the principal against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any powers or rights, modifications or change made in the said agreement or concessions shown to contractor by the principal is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may hereafter become due to the principal in respect of any liability or obligations of the contractor under the said agreement.

We, the Bank 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 agreement and that it shall continue to be enforceable till all the dues of the principal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the principal certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee subject to however that the principal shall have no rights under this guarantee after the expiry of six months from the date of completion of the contract (the date of completion shall be as certified by the Principal) unless this guarantee is extended by agreement.

Any claim or dispute arising under the terms of this contract shall only be enforced or settled in the Court having jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu)

And lastly the Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.


The bank hereby declares that it has power to issue this guarantee under that Bank's Memorandum and Articles of Association and the undersigned has power to do so on its behalf under the power of Attorney granted to him by the proper Authorities of the Bank.

Date:

(Name of the Bank & Place)

Seal:

**DESIGNATION OF THE AUTHORISED
 PERSON SIGNING THE GUARANTEE**

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	GENERAL CONDITIONS OF CONTRACT ES : F : 010
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ANNEXURE-“F”**NO DEMAND CERTIFICATE**

- 1) Name of work :
- 2) Agreement Date :
- 3) I/We certify that
- I/We have completed the above work to the entire satisfaction of BHEL.
 - I/We have handed over all the balance materials, components, tools and tackles, machinery and other equipment of BHEL.
 - I/We have received the final payment from BHEL for the above work.
 - 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)



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

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES: F: 009
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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.

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES: F: 009
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OFFER OF THE BIDDER
(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)

To
THE ADDITIONAL GENERAL MANAGER,
ERECTION SERVICES DEPARTMENT,
BHARAT HEAVY ELECTRICALS LIMITED,
BOILER AUXILIARIES PLANT,
RANIPET – 632 406.
Phone No.:04172 - 241171 / 284973
E- mail : plramana@bhel.in

Sir,

I / We hereby offer to carry out the work detailed in the Tender Specification No. **97972023361** **Date: 07.09.2023** 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 RINL VIZAG.

- General terms and conditions of work (ES: F:010)
- Statutory requirement of Contract (ES: F:009)
- Tender Specification no. 97972023361
- Special Instructions to Bidder
- 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..... 2020 /
Demand Draft No..... dt..... 2020 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			
3			

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES: F: 009	
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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: 37AAACB4146P8Z7		
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 only through e-payment 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 :			

 Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT Ranipet	STATUTORY REQUIREMENT OF CONTRACT ES: F: 009
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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.	
02	VENDOR CODE (as in Purchase Order)	
03	Details of Bank Account:	
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.



Ranipet

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

STATUTORY REQUIREMENT OF CONTRACT

ES: F: 009**Page No.: 06 of 09****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

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES: F: 009
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CERTIFICATE OF NO DEVIATION		
(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)		
<p>I / Weof M/s</p> <p>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.: 97972023361 Dt. 07.09.2023</p>		
Date:	SIGNATURE OF THE BIDDER	

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES: F: 009
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DECLARATION SHEET (FORMAT - To be typed written in LETTER HEAD and submitted along with offer)		
<p>I,</p> <p>hereby certify that all the information and data furnished by me with regard to this Tender Specification No. 97972023361 Dt. 07.09.2023 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.</p>		
BIDDER'S NAME AND ADDRESS:		
AUTHORISED REPRESENTATIVE'S SIGNATURE WITH NAME AND ADDRESS		

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT		STATUTORY REQUIREMENT OF CONTRACT ES: F: 009	
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<u>FINANCIAL VIABILITY (Annexure-A)</u>				
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				



Ranipet

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

PRICE-BID
Page 01 of 01

97972023361**TENDER DOCUMENT - PART-II PRICE-BID****SCHEDULE OF RATES & QUANTITIES**

SCOPE OF WORK: False ceiling works in ESP Electrical Control Room, Scope of works includes supply of Gypsum ceiling materials, Support frames and erection in 3 ECRs- ECR1, ECR2 and ECR3 (Electronic Control Rooms) of ESPs of Unit 2 to 5 (4 X 330 TPH Boilers) in TPP at RINL-Vizag.

Sl. No.	DESCRIPTION OF ITEM	UOM	QTY	Rate/Unit
A01	Providing and fixing of Gypsum Based false ceiling in ESP Electrical Control Rooms for 3 ECRs (ECR1, ECR2 & ECR3) of ESPs of Unit # 2 to 5 of (4 X 330 TPH Boilers) in TPP at RINL-Vizag. (Scope of works includes supply of Gypsum ceiling materials, Support frames and erection in 3 ECRs)	Sq. Feet	5730	to be quoted only in online price bid
B	Total value for the above scope of work in Indian Rupees			to be quoted only in online price bid
C	GST @ _____%			to be quoted only in online price bid
D	Total value for the above scope of work in Indian Rupees including of GST			to be quoted only in online price bid

Note:

- 1)The bidder has to enter their firm name and address in Row no:8 of online price bid.
- 2)The bidder has to quote their final price (without GST) in column no:13 of online price bid.
- 3)The bidder has to enter Rate of GST in column no 16 of online price bid.
- 4) The vendor has to work out his rates for above BOQ items separately and quote only lump sum price in the online price bid. Rates quoted elsewhere in technical bid shall be invalid and treated as invalid offer.

SIGNATURE OF BIDDER