

Annexure-II

Tender Enquiry No.MG/RG/PUR/..... Date:.....

GENERAL INSTRUCTIONS TO TENDERERS.

1. This tender specification as a whole furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover superscribing the name of work as given in the tender notice.
2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with due allowance for any postal delay. 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.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or other authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the Drawings of the Tender documents issued are incomplete or shall require clarification on any of the technical aspects – scope of work etc., he shall at once contact the authority inviting the tender for clarifications before submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
7. Tenderers must fill up all the schedules and furnish all the required information as per the instructions in various sections of the Tender Specification the information furnished shall be complete by itself.
8. **EARNEST MONEY DEPOSIT:**
Every tender must be accompanied by the prescribed amount of Rs 40,000/- towards Earnest Money Deposit either in Pay order or Demand Draft form in favour of BHEL payable at New Delhi.

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

8.2 The Earnest Money deposit of the successful tenderers shall be refunded/adjusted against Security Deposit, as the case may be.

8.3 In case of unsuccessful tenderers, the Earnest Money will be refunded to them within 15 days after finalization of the tender without interest.

8.4 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful tenderers:-

- a) After opening of Tender, revokes/withdraws his tender within the validity period revises/alters his earlier quoted rates/conditions.
- b) Fails to communicate unqualified acceptance of Letter of Intent.
- c) Fails to start the work as may be indicated in the Letter of Intent.

9. Tenderers must fill up Deviation statement and price bid separately.

10. The tenderers shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

11. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderers.

12. EVALUATION CRITERIA

Work will be awarded to overall L1 party. BHEL reserves the right to go in for Reverse Auction.

13. VALIDITY OF OFFER:

THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A PERIOD OF **THREE MONTHS** FROM THE DATE OF OPENING OF TENDERS.

14. EXECUTION OF CONTRACT:

The successful tenderers responsibility under this contract commences from the date of issue of the Letter of Intent by **Bharat Heavy Electricals Limited**. The successful tenderers shall be required to complete the job within 180 days of placement of order.

15. SECURITY DEPOSIT

Upon acceptance of tender, the contractor within the time specified in the Letter of Intent/Work Order must deposit 50% of the Security Deposit before start of the work. The balance amount will be deducted from the monthly running bills of the contractor @10% of the value of each running bill till the total amount is fully recovered. The Security Deposit shall remain valid till the expiry of the maintenance period i.e. one year from the date of completion of work without carrying any interest. The total amount of Security Deposit will be Rs. 1 Lakh plus 7.5% of the amount exceeding Rs. 10 Lakh of the value of work.

If the value of work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra amount of Security Deposit shall be immediately deposited by the contractor or recovered from payment due to him in the above manner. BHEL reserves the right of forfeitures of Security Deposit in addition to other claims and penalties in the contractual obligations or in the event of termination of contract as per terms and conditions of contract. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

16 RETURN OF SECURITY DEPOSIT:

If the contractor fully 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 and returns properties to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and 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 and completion of warrantee/defects liability period of six months from the date of completion of work.

Interest shall not be paid on Security Deposit or on any moneys due to the contractor.

17 REJECTION OF TENDER AND OTHER CONDITIONS:

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

a. To reject any or all of the tenders.

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

17.2 BHEL will not be bound by any power of Attorney granted by the tenderers or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

17.3 If the tenderers deliberately give wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money /Security Deposit/any other moneys due.

17.5 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.

17.6 Should a tenderers or contractor or in the case of a firm or Company of contractors/one or more of its partners/shareholders/directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money Deposit/Security Deposit.

17.7 The successful tenderers should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderers is solely responsible to BHEL for the work awarded to him.

17.8 No deviations to the tender condition will normally be accepted.

Annexure – III

Tender Enquiry No.MG/RG/PUR/..... Date:

GENERAL TERMS AND CONDITIONS

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

1. **SCOPE OF WORK:** The Scope & Specification of items of work are explained in Annexure -I.
2. **Completion Period:** On receipt of order, total works to be completed and handed over within Six months. Contractor has to mobilize manpower & arrange materials accordingly to achieve the stated completion period.
3. **Water and Electricity:** Shall be provided free of cost by BHEL.
4. **Evaluation Criteria:** Tender will be evaluated on total overall cost to BHEL.

5. **MEASUREMENT OF WORK AND MODE OF PAYMENT**

6.01 **(a)** Rates/Prices are to be quoted only on the Price Format Annexure-I and these shall be firm and fixed till the entire works executed. Rates/Prices should take into account all exacts & expenditure incidental to the works and Rates/Prices should be on **F.O.R. HRDI, at Noida basis.**

(b) Payments to the contractor shall be made by NEFT. Contractor shall be required to provide relevant details/documents for the same. Payment shall be released against your monthly running account (RA) bills for the works executed as defined in scope of work duly certified by authorized representative of BHEL. Payment will be as per the actual measurement of the work done. All statutory deductions shall be made by BHEL while releasing the payment.

6.02 Measurement will be done by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the Measurement Book and signed by both the parties.

6.03 Based on the above quantities, contractor shall prepare the bills in the prescribed Performa and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.

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

6.05 Measurement shall be taken jointly by persons duly Authorized by BHEL and the Contractor.

6.06 The contractor shall bear the expenditure involved. If any in making the measurements and testing of materials to be used/used in the work.

6.07 The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.

6.08 If at any time due to any reason whatsoever, it becomes necessary to premature the work done, in full or in part, the expenses towards such re measurement shall be borne by the Contractor.

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

6.10 Final measurement bill shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification of BHEL. The Contractor shall give unqualified 'No Claim ' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned to the satisfaction of BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. The SD amount will be released after 6 months after satisfactory completion of warrantee period of completion of works.

7.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor or any compensation.

7.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract poor quality of work, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues.

7.2 To withdraw any portion of work and/ or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labor to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.

7.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- a. Contractor's continued poor progress.
- b. Withdrawal from or abandonment of the work before completion of the work.
- c. Corrupt act of the contractor.
- d. Insolvency of the contractor.
- e. Persistent disregard of the instructions of BHEL.
- f. Assignment, transfer, subletting of the contract work without BHEL's written permission.
- g. Non- fulfillment of any contractual obligations.

7.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.

7.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads. In case of termination of contract and to levy liquidated damages **for delay in completion of work, at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of the contract value.**

7.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.

7.7 To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.

7.8 To restrict or increase the quantity and nature of work to suit 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.

7.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.

8.0 While every Endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.

8.1 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

9.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

9.1 The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.

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

9.3 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customer.

9.4 The Contractor shall comply with all state and central Laws, Statutory Rules, Regulations, etc., such as : The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The employer's Liability Provident fund Act, Employees, State Insurance Scheme.

9.5 The Contract Labor (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

9.6 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

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

9.8 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 shall be the responsibility of the contractor to make good the losses and compensate them.

9.9 The contractor shall fully indemnify and keep indemnified BHEL / its customer against all claims of whatever nature arising during the course of execution of this contract.

9.10 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.

9.11 Any delay in completion of works or non - achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resource or by working extra hours or more than one shift at no extra cost to BHEL.

9.12 The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.

9.13 The contractor will be directly responsible for payment of wages to his workmen. A pay - roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.

9.14 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

9.15 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.

9.16 No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.

9.17 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.

9.18 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.

9.19 The contractor shall keep the area of work clean and shall remove the debris etc. While executing day - to - day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

9.20 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and / or as per the instructions of the Engineer.

10.0 CONSEQUENCES OF CANCELLATION

10.1 Whenever BHEL exercise its authority to terminate the contract /withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in

addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

10.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion is to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost 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.

11.0 INSURANCE

11.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work, including welding at height of 40 Fts. as required by the relevant Rules and to pay compensation, if any, to them as per workmen's compensation Act. The work will be shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the contractor. Documentary evidence of insurance policy to the submitted to BHEL.

11.2 If due negligence and / or non - observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

11.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage / loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police investigation report shall be submitted to BHEL for taking up with insurance.

12.0 GUARANTEE

Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of one year from the date of completion of work as certified by BHEL Engineer. The Guarantee/Warrantee period offered by the manufacturer in respect of compound being used for water proofing /Anti-termite shall be extended to BHEL. Any defect arising thereof shall be rectified by the contractor free of cost and at his risk during the above period. 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 out of any moneys payable to the contractor or by other legal means.

13.0 **ARBITRATION**

- 13.1 Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination thereof shall be first settled amicably between the parties. In the event the disputes, controversies or claims cannot be settled amicably, the same shall be finally settled by Arbitration of 03 arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the two arbitrators (who shall act as the [residing arbitrator) in accordance with the Arbitration & Conciliation Act. 1996, India, and any statutory modifications thereof. The language to be used in the arbitral proceedings shall be English. The award of the arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be Delhi, India.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Vendor shall proceed with and continue with the performance of the work under the contract with due diligence and expedition in a professional manner.

- 13.2 The Contract shall be governed by the laws for the time being in force in the Republic of India. Subject to clause 13.1 hereinabove, the Courts at Delhi, India shall have exclusive jurisdiction in respect of this contract.

Annexure-IV

Tender Enquiry No.MG/RG/PUR/..... Date:

NO DEVIATION CERTIFICATE

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:

Date: