

**Bharat Heavy Electricals Limited**

(A Government of India Undertaking)

BOILER AUXILIARIES PLANT**RANIPET – 632 406, INDIA**

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MAINTENANCE & SERVICES DEPARTMENT***NOTICE INVITING TENDER***

Tender Notice No	BAP:M&S:TE:EL:11:011 DT. 18.10.2011
Name of work	ELECTRIFICATION OF AGGLOMERATOR BUILDING & ROADS
Period of contract	Three Months
Earnest Money Deposit (EMD) Amount	Rs. 20,000/- (Rs. Twenty Thousand only)
Last date & Time for Receipt of the Tender	01.11.2011 .14.30 Hrs.
Date of Tender bid Opening	01.11.2011 .14.30 Hrs.
Place of submission of Tender	Tender Box placed in M&S Office, BHEL –BAP ,Ranipet – 632 406
Address on the Sealed Tender Cover to be:	SENIOR MANAGER / M&S PLANNING & ES M &S DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632 406 VELLORE DISTRICT TAMIL NADU
Venue of the Tender Opening	M&S Conference hall
Guarantee Period	12 (Twelve months from the date of actual completion of the entire work and handed over to Bharat Heavy Electricals Limited)

Important Note:

- 1) Vendors registered with other BHEL units for similar work is only to quote with evidence.

“Similar Work shall mean successfully executed electrification works of buildings etc”.

- 2) Un registered vendors will be considered for the next tender subjected to their eligibility.
- 3) The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) at free of cost.

Issued to Messers/Thiru

AS PER ANNEXURE ENCLOSED

ISSUING OFFICER

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IMPORTANT NOTE TO TENDERERS

The Bidders are requested to submit their offers in a sealed cover consisting of Two inner sealed covers such as 1) EMD cover 2) Technical/ commercial bid cover, all super scribing the name of the work, Tender Number, Due date etc.

- 1) **EMD cover shall contain requisite EMD in the form of DD. Tenderers who had already remitted one time EMD should furnish the details of Cash Receipt No., Date on the top of the EMD cover. Tender without EMD / one time EMD reference will be summarily rejected and the offer shall not be considered. EMD in any other form except DD will not be accepted.**
- 2) **The Technical/ commercial bid cover shall contain all the document duly filled in and signed by the bidder in all the pages. The tenderer has to quote most competitive rates for all the items in the Bill of Materials. The completed Technical/ commercial bid along with requisite EMD of Rs 20,000 /- for the work in the form off Demand Draft drawn from any Nationalized bank, in favor of ‘Manager / Finance, BHEL, Ranipet’ payable at SBI, Mukundarayapuram Branch (Code : 7013) shall reach the Office of the undersigned on or before 01.11.2011 at 14.30 Hrs. Tenderers who have already remitted one time EMD should furnish the details of Cash Receipt Number and Date on the top of EMD cover. EMD in any other form except DD will not be accepted.**
- 3) **The Technical/ commercial bid will be opened on the same day at 14.30 hrs. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall on the next working day. You/Your authorized representative may participate in the tender opening for which they shall bring authorization letter for attending tender opening.**
- 4) Tenderers are required to submit their commercial/price bid in the BHEL format only.
- 5) This latest price bid submitted by the tenderers for the frozen technical and commercial terms and conditions will be opened in the presence of those tenderers who have submitted the latest price bid. Based on this latest price bid only, the ranking of the tenderers will be made and finalize the tender accordingly.
- 6) **Seeking clarification on Tender Specification :** Clarifications on tender specification if any may be sought by the bidders so as to reach this office before the last date for tender submission. BHEL shall not be responsible for receipt of queries after the due date for seeking of clarification due to postal delay.

BHEL’s Contact Official 1) Sr. Manager / M&S – 04172 – 284623; 07598045707

- 7) Price bids received in any form other than prescribed in Part-II (Bill of quantities) are liable to be rejected.

- 8) The tenderer has to quote his rate for all individual items in the Rate Schedule of Price Bid. If the tenderer has not quoted the rate for any item(s), it is considered as incomplete tender and tender can not be accepted.
- 9) **The tender offer should be kept valid for 3 MONTHS from the date of tender opening** for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
- 10) **Liquidated Damages/Penalty:** BHEL will impose liquidated damages and penalty as per suitable clauses in the tender specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.
- 11) Quoted rates shall be firm through out the contract period and extended period also and no cost escalation is allowed on any account.

SPECIAL TERMS AND CONDITIONS TO ENQUIRY

1. BHEL reserves the right to increase or decrease the bill of quantities.
2. Lowest prices received against tender need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
3. BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not lowest acceptable price to them inter-alia other reasons.
4. BHEL reserves the right to negotiate with the L1 party.
5. The contract will be finalized based on the overall LOWEST value and not depends on individual items since split in schedules is not possible.

Clarification if any can be obtained from the undersigned before submitting the offer.

Kindly acknowledge the receipt of the entire set of tender document.

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited,

**Sr. Manager / M&S Planning & ES
M&S Department**

E FORMAT

THE PURCHASE / CONTRACT EXECUTING AGENCY / BHEL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor											
02	VENDOR CODE assigned by BHEL											
	Details of Bank Account:											
03	NAME & ADDRESS OF THE BANK											
04	NAME OF THE BRANCH											
05	BRANCH CODE											
06	MICR CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
07	ACCOUNT NUMBER											
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT										
09	BENEFICIERY'S NAME											
10	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
11	EMAIL ID											
12	TELEPHONE/MOBILE NO.											

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED 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 are a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME 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:

(Manager / Officer's)

DATE :

Signature Under Bank stamp and Name Seal
With Membership No.

(Telephone / Mobile No. _____)

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

CERIFICATE OF NO DEVIATION

I / We of M/s

hereby certify that **there is no deviation** from the tender conditions either technical or commercial and I am /We are agreeing to all the terms and conditions mentioned in the Tender Specification.

Date:

Signature of the bidder

**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT RANIPET - 6**

MAINTENANCE & SERVICES DEPARTMENT

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION

In General Conditions of Contract(GCC), the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires.

- a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions of contract. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "**Work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "**Contractor**" means, the individual, Firm or Company whether incorporated or not, undertaking the work and shall include the legal representatives or the successors of the individual, firm or company and the permitted assigns of such individual or firm or Company.
- d) "The **Officer-In charge**" means, the Officer deputed by the AGM/M&S to supervise the work or part thereof.
- e) "Approved" and "Directed" means, the approval or direction of AGM/M&S, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/M&S authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, seven days, without regard to the number of hours worked or not worked in any day in that week.
- h) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

2. HEADING TO THE CONTRACT CONDITIONS

The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT

The contract shall include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The contractor will be deemed to have satisfied himself as to the scope of the work, nature of the site, local facilities of access and all matters affecting the effective execution of the work. No extra charges whatsoever in nature, consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/ M&S. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5. PLANT AND EQUIPMENT

The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the satisfactory execution of the contract unless specified otherwise.

6. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

7. SUB-CONTRACT

The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

8 COMPLIANCE TO REGULATIONS AND BY-LAWS

The Contractor shall conform to the provisions of any statute relating to the work and regulations and Byelaws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

9. SECURITY DEPOSIT

- a) Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs.10 Lakhs: 10%

Above Rs.10 lakhs up to Rs.50 Lakhs: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs

Above Rs.50 Lakhs : Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

50% of the total security deposit shall be paid by the successful bidder before start of the work.

- b) Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

Note:

Acceptance of security deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

If the contractor fails to execute the contract either fully or partially or violates the contract conditions leading to cancellation of the contract, the security deposit will be forfeited

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be only in writing. The initial delivery shall be thro e-mode followed by delivery of hard copy. The date of delivery of any such communication shall be deemed to be the date of e-mode communication. The Contractor shall carry out all orders without any delay

11. CONTRACTOR'S SUPERVISION

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to AGM/ M&S , to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his agent shall attend when required without making any claim for doings, either the office of the AGM/M&S or the OFFICER-INCHARGE, to receive instructions.

AGM/M&S , shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. LABOUR

The Contractor shall remain liable for the payment of all wages or other moneys to his workmen 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.

The current minimum wages for skilled worker is Rs 191.30 / day, semi skilled worker is Rs 185.30 / day and for un skilled worker it is Rs. 178.30 / day. The contractor shall ensure to pay wages not less than this minimum wage to the workers deployed by him in this work along with other statutory payments. Any increase in wages during currency of the contract also to be paid by the contractor within the quoted rates.

13. PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/ M&S , and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

15. LAWS GOVERNING THE CONTRACT

The Contract shall be governed by the Indian Laws for time being in force.

16. CANCELLATION / TERMINATION CONDITIONS

a) CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued /shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall

- i) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

- ii) Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

- iii) Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

b) CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- i) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- ii) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- iii) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .

- iv) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by AGM/M&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/ M&S , or the same shall be recovered from the Contractor by other means.
- v) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/M&S, whose decision shall be final and conclusive.

c) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT

If the Contractor

- i) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/M&S or his authorized representative ;
- ii) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- iii) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/ M&S, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/M&S or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/ M&S, whose decision shall be final and conclusive.

d) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

e) SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/M&S shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

17. SUBMISSION OF BILLS BY CONTRACTOR

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall once in every month, submit to the AGM/M&S or authorized officials of BHEL separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

18. PAYMENT OF BILLS

All payments to be made to the Contractor, under this contract shall be by “ NEFT ” (National Electronic Fund Transfer) / “ RTGS ” (Real Time Gross Settlement) within a reasonable time say one month after the certification of bills by the AGM/M&S or any official of M&S department authorized by him for this purpose..

19. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

20. POST- TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

21. REFUND OF SECURITY DEPOSIT

The Security Deposit mentioned in condition 09 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

22. FORCE MEJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy, Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to the other within 7 days from the date of any such occurrence thereafter neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract and the work shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM / M&S subject to prompt notification by the contractor.

23. ARBITRATION & JURISDICTION

All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/ M&S , or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

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

In case of any suit or other legal proceeding arising under or relating to this contract, the courts at Ranipet, Walajah Taluk, Vellore District, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the Arbitration as above.

24. SIGNING OF CONTRACT

Each Contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

25. All statutory requirements under Minimum Wages Act 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
26. Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
27. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
28. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
29. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
30. **Compensation for Delay** : If any delay in completion of the work occurs beyond the stipulated / extended contract period due to reasons attributable to the contractor, the contractor shall compensate BHEL for the delay and pay a penalty @ ½ % per week subject to maximum of 7 1/2 % (seven & half) of at contract rates of the work ordered.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the BHEL.

31. General

The Contractor should follow all the provisions of Labour Legislation and Statutory obligations. Provisions as and when amended will also apply.

GENERAL INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders must be submitted **in sealed covers** and should be addressed to

**Senior Manager /M&S planning & ES,
M&S Department,
Bharat Heavy Electricals Limited,
RANIPET – 632 406.**

The Name, Address of the Tenderer and the name of work shall be clearly mentioned on the cover.

3. Tenders will be received up to **14:30 Hrs. on 01.11.2011** in the prescribed form and will be opened on **01.11.2011** at 14.30 Hrs. at M&S Office Conference Hall in the presence of such of those Tenderers or their agents who may choose to attend.
4. All entries in the tender documents should be in one ink. Erasures and over-writing are not permitted. The Tenderers concerned should duly sign all cancellations and insertions.
5. Tenderer should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.
6. Conditional and un-witnessed tenders, tender containing absurd rates and amounts, tenders, which are incomplete or otherwise, considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable for rejection.
7. Tenders not submitted in the prescribed forms are liable for rejection.
8. In quoting the rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
9. Before tendering, the Tenderers are advised to inspect the site of work and its environments and be well acquainted with actual working and other prevalent conditions, position of materials and labor. General instructions to Tenderers, drawings, specifications and other documents also form part of the agreement to be entered into.
10. The rates quoted in the tender shall remain valid for a period of **THREE MONTHS** from the date of opening of the tender.
11. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.

12. Every Tender must be accompanied by ‘Earnest Money Deposit’ of Rs.20,000/- (Rupees Twenty thousand only) in the form of Demand Draft drawn from any Nationalized bank, in favor of ‘Manager / Finance, BHEL, Ranipet’ payable at SBI, Mukundarayapuram Branch (Code : 7013).

EMD will not carry any Interest.

13. Unless the Contractor whose tender is accepted, signs the contract and makes necessary Security Deposit specified within fourteen days from the date of the order directing him to do so, the earnest money deposited by him will be forfeited and acceptance of his tender withdrawn.

14. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.

15. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work at site.

16. Rates for each item of the tender schedules should be quoted in rupees and paise only. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate.

17. Rates quoted SHALL INCLUDE ALL royalties, terminal taxes, octroi, duties, central and provincial excise tax, sales tax / VAT and other taxes levied under the State or Central Government Rules .The applicable service tax to be quoted separately in the price bid/ bill of quantities .There is no free issue material involved. BHEL will reimburse the service tax to the contractor, subject to service tax invoice as per Law.

18. The L1 will be decided based on the lowest cost to BHEL.

The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labourer & staff deployed in the work.

The contractor will have to submit the Service Tax Registration certificate to BHEL and claim the Service Tax from BHEL by submitting Tax invoice as per Rules & Regulations of Service Tax and the documentary evidence will have to be submitted. If for any reason, the contractor has to pay penalty, interest on service tax, the contractor has to bear such additional payment. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**

19. Should a Tenderer find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
20. Tenders submitted by post should be sent "REGISTERED POST WITH ACK.DUE". This should be posted with due allowance for any delay in postal delivery. On no account, will tenders received after the due date and time of opening tenders, be considered.
21. Quantities shown in the attached schedules are only approximate and liable to change Without entitling the contractor for any compensation.
22. Should a Tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
23. If the Tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.
24. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
25. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Tenderer or 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 contract concerned.
26. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
27. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
28. The expenses for completing and stamping the agreement shall be to the contractor's account.
29. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.

30. Tenderers shall not increase their quoted rates incase Bharat Heavy Electricals Limited negotiated for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the Tenderers for a period of Three months from the date of opening of tender.
31. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
32. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form.
33. The "GENERAL INSTRUCTIONS TO TENDERERS" shall be deemed to form an integral part of contract for the work to be entered into.
- 34. The contractor should posses necessary licenses, PF A/c No, and should take Insurance for his workers and produce them before commencement of work.**
- a. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).
- b. All the contract workers shall be enrolled in ESI (Employees' State Insurance). The effective date will be first day of the latest commencement of running contract concerned. The date shall be entered in the 'Date of Appointment' column of the ESI Declaration Form. The workers who are already members of ESI need not be enrolled again.
- c. The filled ESI declaration forms shall be submitted to the Executive (HR-CLX, REX). In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
- d. ESI contributions (1.75% employees contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number.
- e. Along with the challan copy, the details of remittance shall be submitted to the Executive (HR-CLX, REX) in the ESI compliance form.
35. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in- charge. .

BHEL have the right to withhold the payment of 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.

36. In case of any increase in wage rates on account of revision of minimum wages by Government of Tamil Nadu and any revision of rate of contribution in Provident Fund, ESI and Bonus percentages due to statutory amendments, the contractor is bound to pay the revised amount. In case the revision of minimum wages is made by Government of Tamil Nadu with retrospective dates, the contract is bound to pay such arrears arising out of such revision of minimum wages retrospectively, failing which BHEL as the principal employer will retain the amount from the contractor and pay to contract labourers working under him.
37. The workers' particulars such as Name, Age, Father's name, address 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.
38. As per the Contract (Regulation & Abolition) Act, 1970 & Allied Rules, the contractor employing 20 or more labourers is required to obtain license from the Inspector of Labour, Vellore. This license shall be amended and/or renewed whenever there is an increase in the workman employed by him or in the event of contract being extended or renewed. The contractor shall inform the License Number so obtained to the Human Resources Department.
39. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
 - a) Muster Roll
 - b) Register of Wages
 - c) Register of Deductions
 - d) Register of Overtime
 - e) Register of Fine
 - f) Register of Advance
 - g) Wage slips
 - h) Register of Accidents
 - i) Register of Leave with Wages
 - j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

40. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
41. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
42. Employment of child labour is strictly prohibited.

43. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
44. Payment of Bonus: In respect of work done by the labour, the contractor has to pay to his labourers as laid down by the Payment of Bonus Act – 1965.
45. The Tenderer should be present if called for negotiation of technical / commercial. In case, the Tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
46. In case the tenderer is not interested in submitting your quotation, they should return all the tender papers with a covering letter stating that your regrets for not submitting your offer for this tender.
47. If required Tenderers may visit the site/working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.
48. The contractor should have registered for Service Tax and a copy of registration certificate shall be attached along with the offer.
49. The bidder shall clearly indicate all the applicable taxes in the price bid and also shall state clearly whether these taxes are inclusive or exclusive of the basic rate quoted. However the service tax shall be quoted as extra only as per the price bid format. Any claim on the applicability of service tax or otherwise will not be entertained after price bid opening.
- 50. In case service tax % or service tax amount is not mentioned, it is presumed that service tax at normal rate is included in quoted rate.**
51. In case if any Taxes not applicable, like due to threshold limit etc. Same may be clearly indicated in the offer by the Tenderer.

SAFETY RULES

- 1) A list containing the names of persons working, their age, designation, pay, nature of work shall be furnished in triplicate immediately on receipt of the work order.
- 2) The work shall be carried out in the presence of contractor's supervisor with prior permission obtained from the concerned supervisor of section before take up the work.
- 3) In case of cable laying work, prior permission from the concerned Electrical supervisor and Civil department for road cutting and it is required to ensure that proper precautions are taken. Work permits shall be obtained before commencing the work, whenever necessary.
- 4) While digging the road, a good barricade with proper sign board shall be provided in the area.
- 5) While erecting poles, proper safety precautions, such as supporting the poles, tying with ropes, using suitable tools and tackles shall be adhered to.
- 6) While working in heights, proper platform, ladder, safety belts etc. shall be used.
- 7) Necessary safety equipments like hand gloves, lineman's belt, helmet etc. shall be issued to the workmen and to be used.
- 8) In any work man was found to violate the safety regulations, punitive action will be taken by withholding of Rs.500.00 to Rs.1000.00 from his salary for each violation.
- 9) These safety rules shall be deemed to form the part of the Work Order/ Agreement.

The General Instructions to the Tenderers shall be deemed to form the part of the contract for the work to be entered in to.

SCOPE OF WORK

- 1) All the work shall be carried out as per the instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor.
- 2) All under ground cables are to be laid as per detailed specification enclosed which includes supply of required bricks, sand etc.
- 3) The PVC conduit to be fixed on the wall/ rack are to be properly clamped at intervals of 2 feet and as required.
- 4) Continuous earthing to be provided for all switch boxes with copper conductor.
- 5) Construction power will be provided at one point. Contractor has to bring required extension switch boxes with wire for using the power for drilling cutting etc.
- 6) The materials supplied by the contractor are to be acceptable to BHEL. Before purchasing the wiring materials, the contractor has to get approval from BHEL engineer.
- 7) Make and model of the major materials like Air conditioning units, Induction type fittings MCBs are to be approved by BHEL Engineer.