

	Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET – 632 406, INDIA HEALTH, SAFETY & ENVIRONMENT DEPARTMENT	Phone No:04172-284940, 284610 E-mail: jegathiesh@bhel.in vasnathan@bhel.in
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NOTICE INVITING TENDER	
Tender Notice No	BAP: HSE: Safety Audit dated 16.12.2020
Name of work	Conducting Safety Audit to fulfill the statutory requirement (Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989) at the factory of BHEL/BAP/Ranipet and submission of relevant reports.
Type of tender	Open tender (Two-part bid).
Period of contract	60 Days #(See footnote below)
Earnest Money Deposit (EMD) in Rs. SECURITY DEPOSIT (SD) in Rs.	NIL
Last date & Time for Receipt of the Tender	07.01.2021 at 14.00 hrs.
Date of Technical bid Opening	07.01.2021 at 14.30 hrs. onwards.
(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)	
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.
Place of submission of Tender	Tender Box placed in HSE /Safety Engineering Department (Shop Office Building –Ground Floor, BHEL – BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	Manager / HSE-Safety Engineering SHOP OFFICE BUILDING –GROUND FLOOR, BHARAT HEAVY ELECTRICALS LIMITED RANIPET, VELLORE DISTRICT TAMIL NADU– 632 406.
Venue of the Tender Opening	Office of DGM/HSE,P&MS
Note: - The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app - 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 (www.bhel.com > Tender notifications > view corrigendum) only and not in the news papers. 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 on going job or any similar job in the past.	

- Considering COVID-19 pandemic situation, the contract period shall commence from the date mutually agreed between BHEL and the Auditing agency.

TENDERER HAS TO SIGN AND SEAL ALL THE PAGES OF TENDER DOCUMENT ALONG WITH ALL SUPPORTING DOCUMENTS.

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procedure for opening tender and submission of your offer.

1) The tender document should be submitted as follows.

- ☐ Cover-1 shall contain the techno-commercial bid (Part I - Page 1 to 30) and all other relevant documents.
- ☐ Cover-2 shall contain only price bid. (Part II - Page no.31).

Each of the above covers shall be super-scribed with tender number, respective cover content detail as Technical bid, Price bid and with full name and address of the tenderer.

Finally, the above two covers shall be put in a single large cover and super-scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

2) **At the time of tender opening,**

- (i) Techno-commercial bids will be opened first.
- (ii) Price bid will be opened, after evaluation and suitability of technical bids.

QUALIFICATION REQUIREMENTS (QR):

Sl. No.	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	Eligibility	a) The bidder must have conducted minimum two Safety Audits for fabrication units in India during the last 7 years (ending on 30.11.2020) and shall submit minimum two work completion certificates issued by the respective client (auditee). b) The bidder shall be a qualified safety auditor and also should have been approved by the Directorate of Industrial Safety & Health (DISH) or Director General of Factory Advice Services and Labour Institute (DGFASLI) for conducting Safety Audit. In case, the bidder is a firm, then the firm shall have at least one Safety Auditor approved by DISH/DGFASLI. Relevant approval copy along with current contact details of the approved auditor shall be submitted.	
2	Document "Copies" to be submitted with tender.	(i) Minimum two numbers of Work completion certificates for the above work (ending on 30.11.2020) issued by the client.	(1) _____ (2) _____
		(ii) Copy of Competent authority's approval of the qualified Safety Auditor. Current Contact details of the qualified safety auditor may also be shared for correspondence	
		(iii) If the bidder is a firm, copy of the Audited balance sheet for the past three financial years viz 2017-18, 2018-19, 2019-20 shall be submitted or If the bidder is an individual, copy of the ITR documents for the past three financial years viz 2017-18, 2018-19, 2019-20 shall be submitted	
3	GST Registration Copy & PAN Copy	(i) GST Registration Copy	
		(ii) PAN Copy	

Note :

- Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
- Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
- BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
- The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- Offers of the Contractors / Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected.

SCOPE OF WORK

Conducting Safety Audit to fulfill the statutory requirement (Manufacture, Storage and Import of Hazardous Chemicals Rules 1989) at the factory of BHEL/BAP/Ranipet and submission of relevant reports.

Deliverables:

- a) Submission of Safety Audit Report and any minor modification, etc., in the report shall be carried-out without any extra cost.
- b) All the accessories and consumables required for the above work is in contractor scope.
- c) Power will be supplied at free of cost by BHEL for carryout the work at BHEL premises only.
- d) Necessary insurance coverage for contractor staffs and contractor's equipment are in contractor's scope.
- e) The bidder / tenderer has to attend all technical and other discussions at BAP/BHEL/Ranipet on their own.
- f) Copy of existing available data / documents for carryout the above tendered work will be provided by BHEL. Any other data / documents required for preparation and submission of report for the above work will be in the scope of contractor.
- g) The successful bidder after successful completion of work should submit 3 copies of the original report and one soft copy of the same in CD without any extra cost / claim.

DETAILS TO BE FILLED BY THE BIDDER

S.no.	Description	To be filled by Tenderer
1.	Name of the Tenderer	
2.	Address for Communication	
3.	Telephone, Mobile No & Mail Id.	
4.	Details of experience in Similar Work	
5.	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
6.	Whether the firm is individual firm or Sole proprietorship firm or partner ship firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
7.	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
8.	PAN no and documentary proof (Photo copy has to be enclosed)	
9.	Registration under GST regime GST No. (Photo copy has to be enclosed)	
10	The GST heads under which the enlisting person registered with Excise Authorities and copy of GST registration certificate has to be enclosed	
11	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed).Or requirement of insurance.	
12	Details of the approved and qualified Safety auditor (Profile., along with contact details like e-mail and mobile number etc..)	
13	Applicable GST quoted Note: Please refer clause no.12 (page no. 23) of General Instructions of this Tender regarding GST.	Central tax@ _____ % State tax @ _____ % Integrated tax@ _____ % Union territory tax@ _____ %

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IMPORTANT NOTE TO BIDDERS

Bidders are requested to submit their offers 'in a sealed cover' consisting of two inner sealed covers such as (1) Technical Bid cover & (2) Price Bid cover, all super scribing the name of the work, Tender Number, Due date etc.

- 1)** Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work executed in the similar nature of work etc. with duly signed and sealed by the bidder. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 2)** The price bid cover shall contain price bid document (BHEL format only) duly filled in and signed by the bidder with seal in all the pages. The bidder has to quote most competitive rates for all the items in the price bid.
- 3)** EARNEST MONEY DEPOSIT (EMD): NOT APPLICABLE FOR THIS TENDER
- 4)** The Qualification/ Technical bid will be opened on 07.01.2021 at 14.30 hrs onwards. 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 at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter for attending tender opening. Late offers & incomplete offers shall become liable for rejection.
- 5)** **Bidders are required to submit their price bid in the BHEL format only.**
- 6)** **Seeking clarification on Tender Specification:** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **Manager/HSE- Phone no- 04172-284940 or DGM/HSE,P&MS – 04172-284610.**
- 7)** All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
- 8)** Offers received with any deviation or without relevant information are liable to be rejected.
- 9)** Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
- 10)** **Rejection of tenders:** Head / HSE, P&MS reserves the right to reject any or all tenders wholly or partially without assigning any reason whatsoever.
- 11)** The bidder has to quote his offer for all individual items in the Rate Schedule of Price Bid. If the bidder has not quoted the Rate for any item(s), it is considered as incomplete tender and tender can not be accepted.
- 12)** **The tender offer should be kept valid for 3 MONTHS from the date of technical bid 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.
- 13)** **Quoted rates shall be firm through out the contract period and extended contract period also and no cost escalation is allowed on any account.**
- 14)** **The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.**

- 15) **BHEL reserves the right to increase or decrease the tendered quantity.**
- 16) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 17) 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.
- 18) BHEL reserves the right to negotiate the L1 rate.
- 19) The contract may be pre closed as decided by BHEL during tenure of the contract with one-month prior intimation.
- 20) **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.**
- 21) BHEL will provide inputs/ information as considered necessary to the successful bidder for completion of the assignment.
- 22) The agency or their employees shall not, either during the term or after the expiry of this Contract disclose any proprietary or confidential information relating to the project, the services, this Contract, or the purchaser's business or operations without the prior written consent of the purchaser. This obligation will survive termination of the order. An undertaking to this effect should be given by successful bidder after the award of the contract.
- 23) The agency has to arrange for medical facilities, lodging, boarding, food and transport etc. for their personnel. It is sole responsibility of the agency to insure their personnel against accidents and injury while at work.
- 24) Sub-letting/subcontracting of jobs in part or full within the agreed scope of work, in any way is not permitted.
- 25) All taxes (except GST), charges, duties, other incidental charges etc. and other taxes for execution of the contract under the scope of work shall be borne by the agency and shall not be payable extra. Any increase of the same at any stage during execution of the order shall have to be borne by the agency. Any new tax imposed by Government / statutory authority during the order execution period also need to be borne by the agency.
- 26) If BHEL suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error on part of the Contractor-Agency, then the Contractor-Agency shall pay compensation to BHEL for such loss, damage or expense.
- 27) At any time before the scheduled date of submission of proposal, BHEL may, for any reasons, whether at its own initiative or as a result of clarification(s) requested by a prospective agency, modify the bid documents by issuing an amendment. The amendment/ response to clarification(s), if any, will be sent through emails or in writing to all the tenderers and will be binding on them. BHEL may extend the deadline for submission and/ or opening of the bid proposal and communication thereon shall be sent to all the tenderers.
- 28) Obligations of the agency: General: The agency shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices shall observe sound management practices, and employ appropriate advance technology and safe methods. The agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with any other party.

- 29) Documents prepared by the agency with respect to this contract is to be the Property of the Purchaser. The agency shall not use these documents for purposes unrelated to this contract without the prior written approval of the authorized officer.
- 30) Agency Personnel: Removal and /or replacement of Personnel: Except when the Purchaser may otherwise agree, no changes shall be made in the Personnel deployed. If, for any reason beyond the reasonable control of the agency, it becomes necessary to replace any of the Personnel:
- The agency shall provide as a replacement a person of equivalent or better qualifications and experience.
 - If the Purchaser finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the agency shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.
 - The agency shall have no claim for additional cost arising out of or incidental to any removal and/ or replacement of Personnel.
- 31) **MANPOWER DEPLOYMENT:** The agency shall deploy well-qualified personnel with relevant experience.
- 32) Clarifications on the bid documents, if required may be sought on or before the bid opening date by writing an email to jegathiesh@bhel.in or vasnathan@bhel.in.
- 33) **Taxes and Duties- Incl. GST clauses to be applicable for the tender:**
- i. The bidder shall arrange to send to BHEL, Ranipet along with all the required documents as in contract, Tax Invoice (Original for Recipient) along with his bills.
 - ii. IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %
 - iii. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
 - iv. Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.
The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less.
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 levied/ leviable on BHEL.
 - vi. Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.
 - vii. In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
 - viii. The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.
 - ix. In case vendor delays declaring such invoice in his return and EMD 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 levied/leviable on BHEL.
 - x. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
 - xi. 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).

- xii. 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.
- xiii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

33) a) Arbitration

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

c) Risk Purchase:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by DGM/HSE,P&MS or his authorized officials and continues in that state after a reasonable notice from DGM/HSE,P&MS or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by Authorized signatory 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 DGM/HSE,P&MS or the same shall be recovered from the Contractor by other means.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
 - iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

34) FORCE MAJEURE 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 other within 7 days from the date of occurrence therefor 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 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 / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by DGM/HSE, P&MS subject to prompt notification by the contractor.

35) All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.

36) Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) 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."

37) Fraud Prevention Policy:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

38) Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

39) Suspension of Business Dealings:

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

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

41) "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

42) Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of HSE department.

43) In all the matters of dispute the decision of BHEL, Ranipet shall be final binding on the tenderer / contractor. BHEL Ranipet reserves all the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.

44) Discrepancy in "words "& "Figures ":

a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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 of (a) and (b) above.

'd.) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

GENERAL CONDITIONS OF CONTRACT

1) DESPATCH INSTRUCTIONS:

- 1.1.** This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.2.** The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 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 is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.4.** Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- 1.5.** The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.6.** 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 labor. No claim will be entertained later, on the ground of lack of knowledge.
- 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's furnished shall be completed by itself.
- 1.8.** The bidders shall quote the rates for each item of the tender schedules in rupees and paise only. These rates shall be entered in figures as well as in words. In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.
- 1.9.** All entries in the tender documents should be in one ink. Over-writing and corrections should be avoided. The Bidders concerned should duly sign for all corrections and over-writings.

2) DATA TO BE FURNISHED:

- 2.1.** Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 2.2.** 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).
- 2.3. IN CASE OF AN INDIVIDUAL:**
His full name, address and place and nature of business shall be indicated.
- 2.4. 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.
- 2.5. 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.

- 2.6. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.
- 2.7. Names and particulars including addresses of the Directors and their previous experiences shall be furnished.
- 2.8. A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.
- 2.9. In addition to the above, the particulars required in annexure shall also be furnished.

3) EARNEST MONEY DEPOSIT (EMD): NOT APPLICABLE FOR THIS TENDER

4) AUTHORISATION AND ATTESTATION:

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

5) VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE MONTHS** from the date of tender opening. 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.

6) EXECUTION OF CONTRACT:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form 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.

Commencement of Services: The successful bidder shall begin the activities as per the mutually agreed time schedule.

Completion of services: The Project will have deemed to have been completed when all the Deliverables have been met, verified and certified and accepted by BHEL by the "Authorized Officer".

7) SECURITY DEPOSIT (SD): NOT APPLICABLE FOR THIS TENDER

8.0. RETURN OF SECURITY DEPOSIT: DOES NOT ARISE

9.0. REJECTION OF TENDER AND OTHER CONDITIONS:

9.1. 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.

9.1.1. To reject any or all of the bidders.

9.1.2. To award the work in part.

9.1.3. Either of the contingencies stated in (9.1.2) above to modify the time for completion suitably.

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.

9.3. If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

- 9.4. BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 9.5. If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.
- 9.6. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.
- 9.7. Should a bidder or contractor or in the case of a firm or company of contractor's 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.
- 9.8. The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 9.9. No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

10. DEFINITION:

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

- 10.1. **BHEL or (B.H.E. Ltd)** shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 10.2. The **"Purchaser"** shall mean M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Company Act 1956 with its registered office at BHEL House, Siri Fort, New Delhi – 110 049. The expression shall include its successors and assigns. It may also be referred to as "BHEL - BAP, Ranipet or BHEL Ranipet"
- 10.3. **"GENERAL MANAGER"**
Shall mean the officer in Administrative charges of contracting unit of BHEL.
- 10.4. **"ENGINEER"** or **"ENGINEER IN CHARGE"** shall mean Engineer who is in-charge for the works referred.
- 10.5. **"SITE"** shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.
- 10.6. **The agency**, shall mean the firm / company / organization with whom the order / contract / work order is entered into and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns as the case may be. It may also be referred to as **Contractors**.
- 10.7. **"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.
- 10.8. **"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.

- 10.9. "TENDER SPECIFICATIONS"** shall mean the "SPECIFIC CONDITIONS, Technical specifications, appendices, site information's 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.
- 10.10. "TENDER DOCUMENTS"** shall mean the General and Special Conditions of Contract (10.8) and tender specification (10.9).
- 10.11. "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.
- 10.12. "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 is found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
- 10.13. "PLANT"** shall mean and cannot the entire assembly of the plant and equipments covered by the contract.
- 10.14. "EQUIPMENT"** shall mean all equipments, machinery, materials, structural, electrical and their components of the plant covered by the contract.
- 10.15. "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.
- 10.16. "APPROVED" "DIRECTED" or "INSTRUCTED"** shall mean approved, directed or instructed by BHEL.
- 10.17. "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 equipments to the entire satisfaction of BHEL.
- 10.18. "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.
- 10.19. "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.
- 10.20. "MONTH"** shall mean calendar month, unless specified otherwise in the tender.
- 10.21. "WRITING"** shall include any manuscript typewritten or printed statement under the signature of BHEL.
- 10.22. 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 (Ranipet Dist, Tamil Nadu).
- 10.23. 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.

10.24. CONTRACTOR'S SUPERVISION: The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the concerned executive/authorized person 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 accredited agent shall attend when required without making any claim for doing so, either the office of the concerned executive/authorized person or the OFFICER-INCHARGE, to receive instructions. The concerned executive/authorized person 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.

10.25. 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.

10.26. 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 concerned executive/authorized person 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.

10.27. Termination:

a.) The Purchaser may terminate this Contract by not less than thirty (30) days written notice of termination to the Contractor, to be given after the occurrence of any of the events specified as given below:

If the auditing agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.

If the auditing agency becomes insolvent or bankrupt.

If, as the result of Force Majeure, the auditing agency is unable to perform for a period of not less than sixty (60) days Or

If the auditing agency, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

("Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser).

b.) Payment upon termination: Upon termination of this Contract pursuant the Purchaser shall settle the payment/s only for the deliverables actually executed prior to the date of such termination subject to deduction on account of penalty if leviable. No further payment shall be made on termination.

10.28. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.

10.29. 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.

**10.30. 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,

a) 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

b) 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

c) 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.

d) 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 concerned executive/authorized person 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 concerned executive/authorized person or the same shall be recovered from the Contractor by other means.

e) 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 concerned executive/authorized person whose decision shall be final and conclusive.

10.31. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from concerned executive/authorized person;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- c) 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 concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person whose decision shall be final and conclusive.

10.32. 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.

10.33. 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.

10.34. Vendor shall confirm his compliance with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

10.35. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

10.36. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

11. COMMENCEMENT OF WORKS:

11.1. The Contractor shall commence the works within the time indicated in the Letter of Award from BHEL and shall proceed with the same with due expedition without delay.

11.2. 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.

11.3. All the works shall be carried out under the direction and to the satisfaction of BHEL.

11.4. 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.

12. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

12.1. All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The successful bidder has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.

12.2. Payment will be based on document submission basis for each items as mentioned in Technical Specification for scope of work.

12.3. For Progress running bill payment:

The contractor shall present detailed measurement working sheets, in triplicate, 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.

12.4. 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.

12.5. Based on the above quantity, contractor shall prepare the bills in prescribed Performa 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.

12.6. All recoveries due from the contractor for the month/period shall be affected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

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

12.8. The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.

12.9. 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.

12.10. 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.

12.11. 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.

12.12. Final measurement bill shall be prepared in the final bill preformed 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 terms of payment. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

13. RIGHTS OF BHEL

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

13.1. 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 BHELs supervision charges and overheads from Security Deposit / other dues.

13.2. 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/BHELs obligation to its customer.

13.3. BHEL reserves the right to terminate the order at any point of time without assigning any reason, upon giving 30 days' notice to the agency. BHEL reserves the right to short close the order upon giving 30 days' notice, depending upon requirement. In such cases the payment shall be made for the completed work on pro-rata basis and no other compensation will be granted by BHEL.

13.4. 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:

- 1) Contractor has continued poor progress.
- 2) Withdrawal from or abandonment of the work before completion of the work.

13.5. Corrupt act of contractor.

- 3) Insolvency of the contractor.
- 4) Persistent disregards to the instructions of BHEL.
- 5) Assignment transfer, sub-letting of the contract without BHEL's permission.
- 6) Non-fulfillment of any contractual obligations.

13.6. 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.

13.7. LD/ Penalty:

- If the agency fails to perform the audits within the mutually agreed time schedule (shall be decided with the successful bidder after placement of order) or by the date extended by BHEL due to reasons attributable to the agency, the agency shall be liable to pay a penalty at 0.5% of the Contract Price for delay of each week or part thereof from the agreed date subject to a maximum ceiling of 10% of the total Contract Price.

13.8. 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.

13.9. To affect recovery from any amount due to the contractor under this or any other contract in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.

13.10. To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents, quantities furnished there in are indicative and approximate, and the rates quoted shall not be subject to revision.

13.11. 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.

13.12. In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

14) 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.

14.1 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.

14.2 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.

14.3 All the properties/equipments/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/equipments/components shall be deemed to be in good condition when received by the Contractor's 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.

14.4 It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/ possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment.

14.5 The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.

14.6 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.

14.7 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.

14.8 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.

14.9 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 guard's 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 equipments, lifting tools, tackles, etc., as per prescribed standards and practices.

14.10 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.

- 14.11** 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.
- 14.12** 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.
- 14.13** 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.

15) CONSEQUENCES OF CANCELLATION:

- 15.1** Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 13 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.
- 15.2** 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.

16) INSURANCE:

- 16.1** 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.
- 16.2** 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.
- 16.3** If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHELs /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.
- 16.4** It shall be the responsibility of the contractor to provide security arrangement for the 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.

GENERAL INSTRUCTIONS TO BIDDERS

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

**Manager / HSE-Safety Engineering
SHOP OFFICE BUILDING –GROUND FLOOR,
BHARAT HEAVY ELECTRICALS LIMITED
RANIPET, VELLORE DISTRICT
TAMIL NADU– 632 406.**

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

3. Tenders will be received up to 14.00 hrs. on 07.01.2021 in the prescribed form and will be opened on 07.01.2021 at 14.30 hrs onwards at Office of Deputy General Manager / HSE, P&MS in the presence of such of those Bidders or their authorized agents who may choose to attend.
4. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.
5. Tenders not submitted in the prescribed forms are liable for rejection.
6. In quoting the rates, the Bidders 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.
7. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS, drawings, specifications and other documents, if any also form part of the agreement to be entered into.
8. 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.
9. 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.
10. 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.
11. 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 excluding applicable GST for this work.

12. GST:

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. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
3. 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.

Invoicing & Payment

4. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.

**SIGNATURE OF THE TENDERER
WITH SEAL**

- b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
5. Reimbursement of GST to the vendor 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.
 - v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

- 6. 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.
- 7. 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.
- 8. 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).
- 9. 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.

Penalty for Non-compliance of GST Act

- 10. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure

- 11. 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.

Other Provision

- 12. The agency should quote the applicable taxes and duties in the technical bid (Part-1) as well as in price bid (Part-2).

13. 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).
14. 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.
- 15. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
16. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

S.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)	

If any change in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statute shall be carried out.

17. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the staff deployed in the work.
18. The contractor will have to submit the GST Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**

13. PAYMENT TERMS:

- a) Payment will be made to the account of the agency on lump-sum basis and according to the payment terms stated hereunder. The payment shall be made after the conditions listed for such payment have been met, and the agency has submitted an invoice to BHEL in triplicate specifying the amount.
- b) No advance in any manner will be paid to the successful bidder.
- c) Payment will be made on lump-sum basis upon submission of invoices based on deliverables and acceptance of the invoices, as given below, after certification by authorized officer.
- d) LD amount, if any will be deducted.
- e) Payment will be released within 45 days of submission of invoice enclosing copies of supporting documents. The prices quoted shall remain firm without any increase till the completion of specified deliverables. The quotation shall be valid minimum for 30 days for evaluation and acceptance.
- f) No overdue interest will be paid to the agency.

14. Taxes and Duties:

GST amount will be reimbursed to the contractor on submission of proof of remittance challan and uploading the details GSTN network within the statutory time period. In case any change in GST as per Government Notification, the same may be adopted during the contract period.

- 15.** If the bidder finds 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 Bidder 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.

16. Quantities shown in the attached schedules are only approximate and may vary up to +/- 10 %.
17. Should a Bidder 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.
18. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.
19. 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.
20. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder 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.
21. 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.
22. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
23. 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.
24. 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.
25. 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.

26. COMPLIANCE TO REGULATIONS AND BY-LAWS:

The Contractor shall conform to the provisions of any statute relating to the work and regulations and By - laws 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.

27. **For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.**
28. **Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.**
29. **The offers of the bidders who are under suspension as also the offers 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.**

SPECIAL CONDITIONS OF THE CONTRACT

1. The contractor should carry out the work at the place identified by the authority concerned with in the premises of BHEL.
2. Inspection shall be carried out by our contract executing in charges after completion of work.
3. BHEL reserves the right to increase or decrease the tendered quantity.
4. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
5. 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.
6. BHEL reserves the right to negotiate the L1 rate.
7. This work shall be in force for Three years from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.
8. Tenderers are advised to go through the Scope of the work, Special conditions of the contract and the General conditions of the contract and understand fully before quoting. Any doubt in the documents should be clarified from Local Site Fabrication Department of BHEL, Ranipet before submitting their offer.
9. This original "Tender Documents" should be submitted to us duly signed and stamped in all the pages of the Tender Specification, General conditions and special conditions etc. by the Tenderer including any deviations from tender conditions.
10. All entries in the tender documents should be in one ink. Tenderer shall duly sign all cancellations & insertions. The quoted rates shall be firm for the contract period of Three years. In quoting the rates, the tenderers are advised to take in to account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender and during the currency of the contract.
11. Before submitting offer, 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 labour. The rates quoted shall remain valid for a period of 90 days from the date of opening of the tender.
12. Rates for each item of works in the Rate Schedule should be quoted in Rupees & Paise only. The rates shall be for the finished work at site. Rates shall be both in figures and words. In case of any difference in the rates quoted in figures & words, the lower of the two rates will be taken as the tendered rate.
13. The scheduled period of completion for this work will be Three years and the contractor will have to plan this work accordingly. Quantities shown in the attached schedules are indicative only and they are liable to vary depending upon the shop production. Any claim on account of variation of quantity will not be entertained. The period of contract may be extended on mutual agreement.
14. Rates quoted shall include all applicable terminal taxes available under the state and central government rules, except GST (will be reimbursed by BHEL). Bharat heavy Electricals Limited (BHEL) will not entertain any claim whatsoever in this respect. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc., for the labours & staff deployed in the work.
15. BHEL will not be responsible for any loss / delay of documents sent by post / Courier.
16. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender Documents. The bidder may have to produce original documents for verification, if so desired by BHEL.

17. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
18. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
19. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.
20. The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work. The Contractor shall insure all his materials, tools, tackles etc. and also for third party.
21. **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only. Clarification if any can be obtained from the undersigned before submitting the offer. Kindly acknowledge the receipt of the entire set of tender document.**
22. **Tenderer has to sign and seal all the pages of tender document along with all supporting documents.**

FORMAT A-1

NO DEVIATION CERTIFICATE

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.

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

TENDER NO: BAP: HSE: Safety Audit-dated 16.12.2020

UNDERTAKING

I/We _____ do hereby solemnly affirm and declare that the myself/My firm/Our firm/company/business entity is not blacklisted by any Government Department/Autonomous Organization etc. or prosecuted by any court of law.

Dated:

Signature of Authorised Signatory

with stamp (Name of the person)

PRICE BID (ANNEXURE)
(To be kept in a separate envelope cover)
TENDER NO: BAP: HSE: Safety Audit-dated 16.12.2020

Activity	Total amount (excluding GST)
Conducting Safety Audit to fulfill the statutory requirement (Manufacture, Storage and Import of Hazardous Chemicals Rules 1989) at the factory of BHEL/BAP/Ranipet and submission of relevant reports.	Rs.

Quoted GST % : _____ %

Note:

1. Applicable/Quoted GST amount will be extra & same will be taken into account while evaluating total cost to BHEL, for arriving at L1 bidder.
2. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.
3. The above rates are quoted after having fully read and understood the enquiry terms and condition.
4. Tender will be finalized on the basis of envelope price bid only. No reverse auction. Hence, please submit your competitive bid.