



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BOILER AUXILIARIES PLANT

INDIRA GANDHI INDUSTRIAL COMPLEX

RANIPET – 632 406

ERECTION SERVICES DEPARTMENT

TENDER DOCUMENT

Tender Notice No	BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287
Name of work	Material Handling work and Man Power Supply , involving receipt, unloading, stacking, issue of materials, for the “Revamping of ESP of 1 No. of Boiler in TPP of VSP” using contractor’s own tools and plants, cranes , consumables, manpower etc and providing of Man Power Supply assistance for BHEL-Site-Office at RINL-Visakhapatnam.
Type of tender	Open tender.
Period of contract (ref Cl.17 in Page 12)	13 Months
Earnest Money Deposit (EMD) Amount (ref Cl.2 in Page 4)	Rs. 70460 /- (Rupees Seventy Thousand Four Hundred Sixty only)
Last date & Time for Receipt of the Tender (ref.: Cl. 3 in Page 4)	08-Jun-2017 at 14.30 Hrs.
Date of Technical bid Opening (Cl. 3 in Page 4)	08-Jun-2017 at 14.30 Hrs.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening (Ref. Cl. 27 in Page 6)	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in Erection Services Department (Nearer to East-Gate) , BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	DGM / Erection Services Department BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT TAMIL NADU– 632 406.
Venue of the Tender Opening	Office of DGM/ES Dept/BHEL/BAP/Ranipet
Note: All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > Tender notifications > view corrigendum) and CPP Portal only and not in the newspapers. Bidders shall keep themselves updated with all such developments.	

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
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TENDER SPEC.: No : BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287

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**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT, RANIPET – 632 406
ERECTION SERVICES DEPARTMENT**

SPECIAL INSTRUCTIONS TO BIDDERS

Page 01 of 01

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

**THE DY. GENERAL MANAGER,
ERECTION SERVICES
BHARAT HEAVY ELECTRICALS LIMITED,
BOILER AUXILIARIES PLANT,
RANIPET – 632 406.**
Phone No.:04172 - 241171 / 284973 / 284554
Fax : 04172 - 242011
E- mail : plramana@bhelrpt.co.in

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT, RANIPET- 632406.
ERECTION SERVICES DEPARTMENT

NOTICE INVITING TENDER

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

TENDER SPEC.: No : BAP:ERN:RINL- VIZAG -ESP:MH&MPS:C : 287

DT:19-05-2017

1. **NAME OF THE WORK** : **Material Handling work and Man Power Supply**, involving receipt, unloading, stacking, issue of materials, for Dismantling, Erection, Testing and Commissioning for Revamping of ESP of 1 No. of Boiler in TPP of Visakhapatnam Steel Plant as per specn. TPP/WPRKS/2016-17/Elec/01”, using contractor’s own tools and plants, cranes , consumables, manpower etc and providing of Man Power Supply assistance for BHEL-Site-Office at RINL-Vizag.
2. **EARNEST MONEY DEPOSIT** : **Rs. 70460 /-** (Rupees Seventy Thousand Four Hundred Sixty only)
- 2.1. **EARNEST MONEY DEPOSIT (EMD)** : EVERY TENDER MUST BE ACCOMPANIED BY THE PRESCRIBED AMOUNT OF EARNEST MONEY DEPOSIT. EARNEST MONEY DEPOSIT (EMD) **shall be remitted**
 - a) **along with the tender in the form of pay order or DEMAND DRAFT drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at RANIPET.**
 - b) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - c) Electronic Fund Transfer credited in BHEL account No.10664849171 SBI-Mukundarayapuram, IFSC Code: SBIN0007013 (before Technical-Bid of tender opening)
 - d) EMD in the form of bank guarantee / fixed deposit receipt or in any other form **will not be accepted.**
- 2.2. One Time EMD remitted at any other BHEL Unit / Power Sector **will not** be considered.
- 2.3. **An offer / bid that is not accompanied by the requisite EMD amount is liable to be summarily rejected.**
3. **TENDER SCHEDULE :**

a.	SALE OF TENDER SPECIFICATION DOCUMENTS	29-May-2017 to 08-Jun-2016
b.	PRE- BID MEETING	Not applicable
c.	DUE DATE AND TIME FOR SUBMISSION OF OFFER	08-jun-2017 at 14.30 Hrs.
d.	DATE & TIME OF OPENING OF TECHNICAL BID	08-jun-2017 at 14.30 Hrs..

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

4. **PRE BID MEETING** : Not Applicable
5. **OPENING OF TENDER** : Technical bids will be opened on the mentioned date at the office of the Dy. GENERAL MANAGER, ERECTION SERVICES DEPARTMENT, BAP., BHEL, Ranipet.
- 5.1. In case the opening of the tender is, a non-working day then the opening will be take place on the next working day.
6. Tender specification documents with complete details are hosted in web page (www.bhel.com). Bidders can directly download the same and use for submission of offer. Tender document charges shall be paid to BHEL along with or before submission of offer.
7. Interested bidders may alternately collect hard copy of tender specification documents from Erection Services Dept / BHEL / Ranipet on all working days (between 10.00 to 14.00 hrs) within the sale period on payment of tender document charges.

8. **Tender specification document charges (Non-refundable)** : Charges for Tender Specification document @ Rs.1000/- per Tender Specification shall be paid by Account Payee Demand Draft in favour of "Bharat Heavy Electricals" payable at Ranipet or in Cash at the cash counter of BAP/Ranipet. In the case of downloading of Tender Specification documents etc. from the web page, the bidder shall remit the tender document charges (Rs.1000/-) positively along with or before submission of offer. In the case of request by the bidder for dispatch of Tender Specification documents through Courier/Post, extra charges shall be paid @ Rs.500/- per Tender Specification. The tender documents are not transferable.
9. BHEL will not take any responsibility for delay/loss of documents or correspondence sent by courier/post.
10. Acceptance of any bid shall be subject to the approval by BHEL's Customer.
11. BHEL reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.
12. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in (a) the web page (www.bhel.com > **Tender notifications > view corrigendum**) and (b) The **Central Public Procurement Portal** only and not in the news paper. Bidders shall keep themselves updated with all such developments.
13. BHEL reserves the right to reject any offer on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.
14. BHEL will operate CPSE purchase preference policy as applicable.
15. **QUALIFYING REQUIREMENTS (QR):** The Bidder must satisfy the following Qualification Criteria for participating in the Tender.
 - 15.1. The average financial turnover of the company during the last 3 years, ending 31st of March 2017, should be at least of **Rs.10.57 Lakhs** and the bidder should submit audited balance sheet and profit & loss account for the last three financial years (FY) ending on 31/03//2017 duly certified by chartered accountant /auditor.
 - 15.2. Experience of having successfully completed **either of the following similar works** during last 7 years ending 31-Mar-2017.
 - a) One similar completed works costing not less than the amount equal to Rs: 28.18 Lakhs.
(Or)
 - b) Two similar completed works costing not less than the amount equal to Rs:17.62 Lakhs
(Or)
 - c) Three similar completed works costing not less than the amount equal to Rs:14.09 Lakhs

Definition of Similar work: Material handling & man power supply works in any power **plants /factories/industries.**

A bidder must satisfy all the qualifying requirements enumerated as in (15.1 and 15.2) above concurrently in order to qualify to participate in this tender.

The bidders to note that possession of provident Fund (PF) code is not a pre-condition for participation in the tender. However, the successful bidder should ensure to get the PF code for the employees engaged for this work.

16. **Supporting documents for QR:**

Bidder shall submit documents in support of possessing qualifying requirements as under, duly self-certified and stamped by the authorized signatory.

- (i) List of jobs done with the name of the project, Owner of the project, Name of the customer, Work order reference No and date, brief details of jobs, executed value, date of start, date of completion.
- (ii) Certified Photocopies of work orders issued by the Customer containing details of bill of quantities/schedule of rates and certificates for proof of satisfactory completion of work.
- (iii) Certified Photocopies of Audited profit and loss account accompanied by relevant schedules for turn over figures.

17. **Seeking clarification on Tender Specification:** Clarifications, if any shall be sought through written communication only, indicating the specific clauses in the Tender Document, so as to reach the specified office at least seven days before the last date for bid submission. BHEL shall not be responsible for receipt of queries after the due date for seeking of clarification due to postal delay. Any clarification / query received after the last date for seeking the same may not be normally entertained by BHEL and no time extension will be given.
18. BHEL may decide holding pre-bid meeting (PBM) with any /all intending bidders. On such communication from BHEL, the bidder shall ensure participation in the same at the appointed time, date and place as may be decided by BHEL. **Bidders are advised to visit the site and completely familiarize themselves with the site conditions.**
19. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the checklist. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender specification (Forms and Formats). The bidder may have to produce original documents for verification, if so desired by BHEL.
20. Offers received with any deviation or without relevant information are liable to be rejected.
21. Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected.
22. **VALIDITY OF OFFER:** The validity of the offer shall be 180 days from the date of bid opening (including extensions, if any). No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
23. **LIQUIDATED DAMAGES:** BHEL will impose Liquidated Damages as per suitable clauses in the Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor. (pl. ref. Cl.2.7.5 u/page 26)
24. **INSURANCE POLICY:** The Contractor shall take insurance policy for payment of an ex-gratia amount of Rs.5,00,000/- (Rupees Five lakhs only) per head in case of fatal accident while on duty to the Contract labour engaged by him in addition to the coverage under the ESI scheme/ Workmen's Compensation Insurance Policy, whichever is applicable. As and when a fatal accident takes place while on duty, along with the benefits under the ESI scheme/ Workmen's Compensation, whichever is applicable, the Contractor is required to pay the ex-gratia amount within 30 (thirty) days from the date of accident. In case of any delay in paying the ex-gratia amount as above, the Employer has the right to pay such amount directly to the family of the deceased and recover the same from the Contractor's running/future bills
25. **REVERSE AUCTION (RA):** BHEL Reserves the right to adopt the process of **Reverse Auction (ON LINE BIDDING on INTERNET)** among the bidders who are found to be qualified on the basis of technical bid. Refer the **General Terms and Conditions of reverse auction** in SECTION-VIII. No extension of time on this account will be entertained for bid submission.
26. If the reverse auction is unsuccessful as defined in the RA rules / procedure, or for whatsoever reason, the sealed Price Bids may be opened for deciding the successful bidder.
27. **BID EVALUATION :** The offer submitted by bidders who meet the requisite Qualifying Requirements will be evaluated in two stages, namely Technical- Bid Evaluation and Price Bid Evaluation. The bids, which meet the qualifying requirements, will only be further considered for Price Bid Evaluation.
28. **OPENING OF PRICE-BID:** Bidders whose technical bids are found acceptable to BHEL shall be intimated separately about the status of their offers. Date of price bid opening shall be intimated to the qualified bidders only.
29. **PRICE BID EVALUATION CRITERIA:** The successful bid shall be based only on the total quoted value for the entire scope of work, in the sealed "Price bid" or RA as applicable.
30. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "www.bhel.com".
31. **EPF registration:** Bidders should furnish the EPF code and registration details along with the bid. Bidders who have not registered and do not possess EPF code, if awarded the work, should immediately register and obtain the code.
32. In the event of any conflict between requirements of a clause/s of this specification /documents/drawings/data sheets etc. and different standards / codes specified, the same is to be brought to the notice of BHEL before submission of offer; else, BHEL's interpretation shall prevail.

33. Typographical error/missing pages/other errors in the tender documents noticed, must be brought to the knowledge of BHEL in writing before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
34. **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:
- 34.1. Two bids by the same party.
- 34.2. 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."
35. **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.
36. **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)
37. **SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from
38. **ORDER OF PRECEDENCE:** In the event of any ambiguity or conflict between the clauses / statements in Tender Documents, the order of precedence shall be in the order below.
- a. Amendments / clarifications / corrigenda / errata etc. issued.
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract
 - e. Special Conditions of Contract
 - f. General Conditions of Contract
 - g. Forms & Procedures

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET- 632406.
ERECTION SERVICES DEPARTMENT

1. PROCEDURE FOR SUBMISSION OF SEALED TENDERS.

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

2. In case of submitting of your offer by email, the following instruction may be carried out

- a. **PART-I (TECHNICAL BID)**: Excepting Rate Schedule, all other documents , data sheets and details called for in the specification including payment details of EMD(in the form of DD or e-payment reference copy) shall be scanned in PDF format and can be send to email ID: [plramana@bhelrpt.co.in/](mailto:plramana@bhelrpt.co.in) or [rsreedar@bhelrpt.co.in.](mailto:rsreedar@bhelrpt.co.in)
- i. **The size of files attached to the email shall not exceed 2 MB (If the size of the file is more than 2 MB, the files can be split and sent consecutive emails. (Total Number of emails shall be indicated in every email)**
- b. **PART-II (PRICE BID)** : The signed copy of duly filled price-bid copy may be scanned in PDF format and(a pass word protection may be incorporated for opening of the file) shall be submitted through email to plramana@bhelrpt.co.in or [rsreedar@bhelrpt.co.in.](mailto:rsreedar@bhelrpt.co.in)
- c. The Password for opening of this price bid document shall be send to us only at the time of Price- bid opening.
- d. Note:. If price bid file could not be opened due to system error/corrupt file format/incorrect password etc, the offer shall not be considered for further processing..

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET- 632406.
ERECTION SERVICES DEPARTMENT

TENDER SPEC.: No : BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287

PROJECT INFORMATION

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

Before submitting his/her/their offer, the bidder has to get thoroughly acquainted with the site conditions with reference to Operating procedures inside the plant, security rules for access and movements, HSE rules prevailing in the plant, site interference problems, movement of cranes / derricks etc. in the store yard / work site during material handling, erection, storage facilities available, constraints on access and movements, etc. No compensation or revision of rates will be entertained at a later date for not having proper knowledge of the site conditions.

**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET- 632406.**

ERECTION SERVICES DEPARTMENT

TENDER SPECIFICATION

TENDER SPECIFICATION NO. BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287

- 1.0 SCOPE OF WORK : Material Handling work and Man Power Supply**, involving receipt, unloading, stacking, issue of materials, for the “Revamping of ESP of 1 No. of Boiler 1x300 TPH, in TPP of VSP” using contractor’s own tools and plants, cranes , consumables, manpower etc and providing of Man Power Supply assistance for BHEL-Site-Office at RINL-Visakhapatnam.
- 2.0** The detailed scope of work is further enumerated herein under and in the SPECIAL CONDITIONS OF CONTRACT.
- 2.1 Hiring / providing of the required number of Mobile Cranes (12MT / 14 MT) is in the contractor’s scope of work.**
- 2.2 Maximum Weight of a single component to be handled shall be 8 MT.**
- 2.3 The list of Major Tools & Tackles to be deployed at site is given in Annexure-I.**
- 2.4 The details of labor assistance for BHEL site office is given in the Special conditions of contract, section-IV.**
- 2.5** The scope of work shall include providing the required quantity of wooden sleepers and proper stacking of materials after receipt / verification as per instructions of BHEL site Engineer.
- 2.6** BHEL / Customer stores / storage yard shall be close to the working area.
- 2.7** After completion of unloading work, all the materials/equipment removed/shifted shall be placed back in their original locations or at locations as instructed by BHEL.
- 3.0 ROUND THE CLOCK WORK:** The ESP replacement work is to be carried during shutdown of the running plant and the relevant works have to be completed within the planned shutdown. This will call for executing unloading work with enhanced resources and round the clock. The contractor shall provide labor amenities, necessary safety gadgets etc for the manpower during late hours. The bidder shall consider all such contingencies in their offer.
- 4.0 SITE LOCATION:** Please see project information sheet.
- 5.0 TOOLS & TACKLES:** It may be noted that **BHEL will not provide** any cranes, trailers / trucks / tractors, tools and plants for execution of the work. All required resources including derricks, winches, wire ropes and tackles, etc are to be arranged by the contractor only. The contractor at no extra cost to BHEL shall arrange higher capacity crane/s required for completion revamping work within the stipulated period. The quoted the rate shall consider all the eventualities that may arise during such works.
- 6.0 CONSTRUCTION POWER & WATER:** Required power and water for the contractors use at site shall be provided by BHEL on FREE OF CHARGE at one point only (within 500m). Necessary power cabling from the source to distribution boards, energy meters etc. and distribution pipe lines to different locations of water point with taps, valves etc., shall be provided by the bidder at his cost.
- 7.0 HEALTH, ENVIRONMENT AND SAFETY :** The contractor shall follow good safety practices at the site. All personnel shall be provided the required safety protective gear and contractor to ensure that they are used. Safety training to be provided to all personnel at the site. In addition, the prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of M/s NLC-UNIT-3-, project site rules, prevailing labour laws enforced by local authorities, labour regulations, movement of labour / vehicles inside the plant area, time keeping systems etc., in force and other local political conditions shall be studied before submission of this budgetary offer. The bidder shall submit a write-up, along with the Technical-bid, on the HSE procedures to be adopted subject to modification and

acceptance by BHEL, covering at minimum Personal Protective Equipment such as helmets, hard shoes, goggles, gloves, etc, safety training to staff and labour, daily safety pep talks & inspections, safety sign boards, housekeeping procedures, etc.

8.0 COMPLIANCE TO STATUTORY REQUIREMENTS: It is the responsibility of the contractor to obtain the required labour license from the appropriate authorities before commencement of work.

8.1 The contractor shall comply with all State/Central Laws, Statutory Rules, Regulations etc. inclusive of those regarding Labour and Industrial Laws which are applicable from time to time and shall comply with the provision of the same Labour Legislation, Rules and Regulations framed under the provision of Employees' Provident Fund and Miscellaneous Provision Act 1952, ESI registration, Labour License etc..

9.0 SITE MANAGEMENT :

a. The contractor shall arrange to print all materials management forms, daily labour progress reports, and all other forms & reports etc., as indicated / instructed by BHEL and customer's HSE plan and project site rules. The Contractor shall depute well experienced site engineers who shall liaise with BHEL and clients, coordinate all resources and complete the work satisfactorily.

b. **Work Progress Reports shall be accompanied by Photographs (both hard & soft copies) as directed by BHEL Engineer at site.**

10.0 MOBILISATION ADVANCE : No advance payment towards mobilization of site operation or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.

11.0 FIRM PRICE : The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates or price escalation is allowed under any circumstances.

12.0 VARIATION IN QUANTUM OF WORK : The details of quantum of work are indicated in the rate schedule which is only approximate and is likely to vary to the extent of PLUS or MINUS 15% of the scheduled quantities, as per site conditions

13.0 EARNEST MONEY DEPOSIT (EMD) : The EMD amount to be remitted along with the offer and the mode of remittance shall be as indicated in the "Notice Inviting Tender".

14.0 SECURITY DEPOSIT (SD) : The successful bidder shall within the time specified in the letter of intent deposit the required amount of security deposit. The SD shall be as per clause 1.8 of General Conditions of Contract (GCC).

15.0 TAXES AND DUTIES : Rates quoted shall include all royalties, taxes, terminal taxes, Octroi, duties, Sales Tax on Works Contract, Entry Tax, Central or Provincial Excise Tax and other taxes (**except Service Tax**) leviable under the state and the central Government Rules. BHEL will not entertain any claim whatsoever in this respect. No reimbursement on account of increase in rate of existing levies shall be made.

15.1 SERVICE TAX

a) The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

b) If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

c) **Section-A Pure Service not involving any supply of materials by Contractor:** Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders ie. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan. ST applicable at present is 15% for pure services.

d) **Section-B Supply of Labour Service:**

a) In respect of Bidder being an Individual, Sole proprietorship firm, Partnership firm, Hindu undivided family, Association of persons whether registered or not, **service tax will not be reimbursed by the Company as the Company will pay the applicable service tax directly to Govt.** as receiver of service under reverse charge mechanism of service tax Rules which will be considered for evaluation. **For Other Bidders full Service Tax quoted shall be considered for evaluation.**

b) In such cases of successful Bidder being other than an Individual, Sole Proprietorship firm, Hindu Undivided Family, Partnership firm, Association of Persons whether registered or not, the **Service Tax**

amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence ie. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan.

- e) Any statutory variation in Service Tax Rate during contract period shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.
- 15.2 Ranking of bidders will be done as per NIT. However, BHEL reserves the option of releasing of Work Order for Material handling and Man Power Supply separately on the single successful bidder.
- 16.0 **PAYMENT TERMS** : All payments for the works completed shall be paid based on bills raised by the contractor as payment terms and certified by Engineer-in-Charge of BHEL. **Payment will be made within a period of 30 days from the date of submission of bills along with all the enclosures as called for by BHEL. Payment will be only through e-payment** (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges as per BHEL terms of payment.
- 16.1 DETAILS OF PAYMENT TERMS :
- 16.2 Payment Terms for Material Handling scope covered under RS-No. A01 & A02
- a) 75% of the rate shall be paid on prorata basis after unloading of the materials.
 - b) 20% of the rate shall be paid on prorata basis after materials are duly stacked and verified as per packing slip by opening the boxes re-packing, stacking etc., wherever necessary. Payment will be released on submission of the information as per Material Management Forms and certified by BHEL Engineers.
 - c) Balance 5% will be released after completion of the contract in full and certified by BHEL Engr.
- 16.3 Payment Terms for Man power Supply Scope covered under RS-No. A01 & A02
- a) 95% of the contract rate will be paid on prorata basis for the Man Months/ Months of services provided against each item as certified by BHEL Engineer at site.
 - b) Balance 5% will be released on completion of the entire scope of work under this contract as certified by BHEL Engineer.
- 17.0 PERIOD OF CONTRACT / DURATION OF WORK : The total duration for the tendered scope of retrofitting work is 13(Thirteen) Months. The time period shall commence from date of receipt of first ESP component at site. The work shall be commenced as per instructions of BHEL site Engineer.
- 18.0 **LIST OF TOOLS & TACKLES** : The list of Tools and tackles, cranes etc proposed to be deployed by the contractor shall be given along with the offer.
- 19.0 **G.A Drawing** : Not Applicable.
- 20.0 **Accommodation for Contractors' personnel** : BHEL **shall not** provide any accommodation facilities for the contractors' personnel. All the necessary arrangements have to be made by the contractor, outside the Plant premises, at no extra cost to BHEL.
- 21.0 **EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS**: Not applicable.
- 22.0 **OVER-RUN COMPENSATION (ORC)**: Not applicable.
- 23.0 Additional terms and Conditions:
- 23.1 WAGES, MEDICAL SUPERVISION ETC.**
- a. The Contractor shall not employ for the purpose of the Work, any person below the age of 18 years. BHEL shall have the right to decide whether any labour employed by the Contractor is below the age limit, and to refuse to allow any labourer, whom he considers to be under-aged to be employed by the Contractor.
 - b. The Contractor shall in respect of all persons employed by him in the execution of the work pay wages and observe hours and conditions of labour not less favourable than those established for similar work, trade or industry in the neighbourhood or established by machinery of arbitration to which the parties are employees and recognized organisations of workers engaged in trade or industry in the neighbourhood, or prescribed by the state or local authorities. In the absence of any rates of wages, hours or conditions of labour so established, the Contractor shall observe conditions which are not less favourable than the general level obtained by other employees whose general circumstances in trade or industry in which the Contractor is engaged are similar.
 - c. The Contractor shall make regular and prompt payment of wages to the labourers engaged in the work and in no case shall the payment be delayed by more than seven days following the period for which the wages are due. If it is found that workers are not paid regularly, the Contract is liable to be terminated or BHEL will pay and recover from Contractor's dues including penalty as per Law.

- d. BHEL shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.
- e. As a number of Contractors may be working at the same time in the erection of different parts of the Project, there is need for pursuance of a co-ordinated policy with regard to employment, wages and other conditions of work. The Contractor agrees to consult BHEL on all such matters to arrive at mutually agreed settlement.
- f. The Contractor shall employ such persons as are found to be free from contagious diseases and shall produce, if required by BHEL, certificate of fitness of all his employees working at Site. Whenever in the opinion of BHEL, it is necessary to do so, for the protection of other employees or their families, the Contractor shall arrange to remove any of his employees found to be suffering from contagious diseases to a hospital. The Contractor shall, if required by BHEL, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease
- g. Any deviation in the above said requirement would be dealt with suitably including with-holding the whole or part payment claimed by the Contractor, which in the opinion of BHEL, is necessary to protect from loss on account of defective work not remedied or guarantees not met, claims filed against the Contractor, failure by the Contractor to make due payments for materials, labour employed by him, damage to another Contractor and so on. When grounds for with holding payments are removed to the satisfaction of BHEL, payments of the amount due to the Contractor shall be made by BHEL without interest.
- h. Final payment to the Contractor shall not be made until the Contractor delivers to BHEL a complete release of all liens arising out of the Contract or receipts in full satisfaction thereof, and either case, an affidavit that so far as he has knowledge or information, the release and receipts include all materials and labour for which a lien could be filed. If any lien remains after all payments are made, the Contractor shall refund to BHEL all money that the latter may be compelled to pay in discharging such lien including all costs and a reasonable attorney's fee.

23.2 STATUTORY AND OTHER OBLIGATION:

- a) Labour Rules etc: In respect of all labour directly or indirectly employed on the works, the contractor shall comply with all legislations and rules of State and/or Central Government or other local authority governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for labour employed on building and constructions works. The minimum Wages Act 1948, Payment of wages act 1936, ESI Act 1948 / Employees Compensation act 1923, as amended from time to time, Contract Labour (Regulation & Abolition) Act 1970 read with Contract Labour (Regulation & Abolition) central rules, 1971 and other Statutory obligation with regard to fair wages, welfare, amenities and safety measures, maintenance of register etc. will be deemed to be part of the contract. The Contractor shall take out necessary License under the Contract Labour (Regulation & Abolition) Act, 1970 read with Contract Labour (Regulation & Abolition) central rules, 1971 (within the time limit allowed by the appropriate Government (i.e., Central Government) and on his failing to do so, the Contract shall automatically come to an end immediately on the expiry of such time limit and the earnest money/security deposit shall stand forfeited.
- b) The Contractor has to comply with all statutory requirements in respect of labour employed during the period of the contract. The Contractor has to obtain licence from **Asst. Labour Commissioner (Central)**, Visakhapatnam and should maintain the documents/registers prescribed under the Contract Labour (R&A) Act, 1970 **read with Contract Labour (R&A) Central Rules, 1971 made thereunder** and follow the rules made thereunder and as amended from time to time.
- c) **Payment of Minimum Wages:** Wages paid to the workmen by the Contractor should not be less than the rates notified by the Department of Labour, Govt. of India from time to time with regard to the minimum wages applicable to the respective category of workmen should be paid by 7th working day of the subsequent month. If 7th falls on a holiday or weekly off day the payment should be made one day prior to that. If the contractor fails to pay wages within the stipulated time i.e., by 7th working day of the subsequent month, a penalty upto 1% of the gross wages (Basic, DA & Over time (if any) except Adhoc., SMS, ASMA and other allowances) of the workers will be levied for every day of lapse subject to a maximum of 10% in any calendar month. This is without prejudice to appropriate action against the contractor including debarring, in case of perpetual/habitual default.
- d) Payment of Provident Fund (PF) for the month, both the Employer's (in this case Contractor) and Employee's (in this case workmen employed by the Contractor) contributions should be deposited in the bank in the permanent PF code numbers and challan obtained before the 15th of the subsequent month and forwarded to the "Engineer". If it is found that the wages and/or PF of the workers are not paid regularly, the Contract is liable to be terminated and/or BHEL will pay and recover from the Contractor the said dues including penalty as per Law in the following manner:

1	Payment of wages at rates less than those notified under the minimum wages notification	An amount equivalent to the differential amount between wages to be paid under the minimum wages notification of the Government applicable for the period less actual wages paid shall be recovered from the bills as certified by the Engineer.
2	Non-payment of wages	An amount equivalent to wages payable by the Contractor applicable for the relevant period along with penalties as mentioned above shall be recovered from the bills as certified by the Engineer.
3	Non-payment of PF	Recovery of the PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and the Employer's contributions), shall be recovered from the bills of the Contractor as certified by the Engineer.
4	Delayed payment of PF	An amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and the Employer's contributions), shall be recovered from the bills of Contractor as certified by the Engineer.

- e) The aforesaid amount shall be recoverable from the bills by the Engineer or may be deducted by the Employer from any moneys due or which may become due to the Contractor under the Contract or any other Contract between the Contractor and BHEL.
- f) The Contractor shall pay wages to his workmen by way of crossed cheques or by crediting the salaries in the Bank accounts of concerned.
- g) **ESI Act:** The contractors shall at all times indemnify the Employer against all claims for compensation under the provision of the ESI ACT 1948, as amended from time to time or any other Law for the time being in carrying out the contract and against all cost and expenses incurred by the Employer in connection therewith and (without prejudice to and other means of recovery). The Employer shall be entitled to deduct from any money due or to become due to the contractor all moneys paid or payable by the employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and the contractor shall abide by the decision of the employer as to the sum payable by the contractor
- h) The Tenderer/Contractor shall engage "workmen of good conduct and clean antecedents."
- i) The Contractor shall engage contract worker(s) who do not have any adverse record with respect to his character in the past. For this purpose, the character and the antecedents of the proposed worker(s) whom the contractor intended to engage, shall be got verified by the Police and report shall be submitted. Till such time the report is submitted, the proposed contract worker(s) will be given only provisional pass and the pass will be cancelled in case any adverse report is reported.
- j) BHEL may without prejudice to any other method of recovery deduct the amount of his damages from any means, in his hands due or which may become due to the Contractor under the Contract or any other Contract between the Contractor and BHEL or Employer's subsidiary units/companies. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the works or from any other of his obligation and liabilities under the Contract.
- k) Contractor has to obtain licence from Dy Commissioner of Labour, Govt of AP, Visakhapatnam and should maintain the documents/registers prescribed under the Contract

23.3 The special condition instructed by BHEL's customer is annexed in the following NINE Pages, which are required to be adhered to

23.4 The following documents enclosed shall also form part of the tender:

- List of Major Tools & Tackles to be deployed – (Annexure- I)
- Statutory requirement of contract (Forms & procedure) (ES:F:009)
- General terms and conditions of work (ES:F:010)
- Special Conditions of Contract for Material Handling works (BAP:ERN:SCC:MH:01– SECTION-III)
- Special Conditions of Contract – (Section –IV)
- General Terms and Conditions for REVERSE AUCTION (SECTION-V)
- Appendix-I and II.

ANNEXURE - I

Page 1 of 1

LIST OF MAJOR TOOLS & TACKLES TO BE ARRANGED / DEPLOYED BY CONTRACTOR BEFORE COMMENCEMENT OF WORK.

This is only an indicative list of minimum quantities to be deployed at site. All the tools & tackles, equipment etc. that are required for completion of the work within the scheduled time period shall be arranged by the contractor. All safety equipment required for this work shall be arranged by the contractor. All safety regulations of BHEL/their client M/s.NLC-UNIT-3- must be followed by the contractor during the erection work.

Sl. No.	Description	Minimum Quantity to be deployed at site
01	Mobile crane (Minimum 12 MT capacity)	01 No.
02	WOODEN SLEEPERS	50 Nos.
03	Slings, D-Shackles, Rope etc.	01 Set.

Tender Document

UN-PRICED BID)

TENDER SPEC.: No : BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287

Material Handling work and Man Power Supply, involving receipt, unloading, stacking, issue of materials, for the “Revamping of ESP of 1 No. of Boiler in TPP of VSP” using contractor’s own tools and plants, cranes , consumables, manpower etc and providing of Man Power Supply assistance for BHEL-Site-Office at RINL-Visakhapatnam.

BILL OF QUANTITY				
SI	Description	Unit	Qty	Weightage in %
A01	Material Handling including, Receipt/Taking Delivery/ Unloading, Verification and Stacking of all materials for revamping of ESP at BHEL / Customer's Stores / Storage Yards within the Customer Plant as per specifications from Lorries / Trailors / Trucks Etc.	MT	2154	56.2377
A02	Loading Of Components / Materials, Including BHEL T & P, Into Trucks / Carriers At Erection Site / Storage Yard For Onward Transportation To Destinations Other Than RINL-site.	MT	48	1.0353
B01	Round the clock watch & ward for BHEL Storage Yard/ Site Office	Man Months	51	14.4732
B02	Clerk with knowledge of computer operation along with supply and operation of One No. latest desk top personal computer and one laser jet multifunction device with fax cum scanner cum printer functions for BHEL Site Office. (including licensed OS , Services , Maintenance of the Computer System and Supply and Replacement of Spares & Printer Cartridges as required, Data Card for Internet Connectivity). The computer system etc. shall be the property of the bidder after completion of work.	Man Months	13	5.4601
B03	Office boy for BHEL site office.	Man Months	13	3.8368
B04	Qualified Safety Engineer Responsible For Site Safety Operations , Maintaining Safety Checks , Records Etc.	Man Months	10	5.1082
B05	Erection Engineer (Diploma in Mech) with minimum of Two Years experience in mechanical erection/construction field for guiding the day to day Erection work.	Man Months	10	7.0379
B06	Erection Engineer (Diploma in Electrical) with minimum of Two Years experience in Electrical erection/construction field for guiding the day to day Erection work.	Man Months	10	6.8109
	Total for B01 to B06			Quoted
K	Grand Total without Service Tax			Quoted
	TOTAL IN WORDS :			Quoted
	Rate of Service Tax Applicable			

Note: The applicable Service Tax is to be indicated in this UNPRICED-COPY of the Price-Bid

SIGNATURE OF BIDDER

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GENERAL CONDITIONS OF CONTRACT

FOR

WORKS

(SECTION – I & II)

ES : F : 010



ERECTION SERVICES DEPARTMENT


BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BOILER AUXILIARIES PLANT

INDIRA GANDHI INDUSTRIAL COMPLEX

RANIPET – 632 406

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<p>1. GENERAL INSTRUCTIONS TO BIDDERS</p> <p>1.1. DESPATCH INSTRUCTIONS:</p> <p>1.1.1. This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.</p> <p>1.1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.</p> <p>1.1.3. Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered.</p> <p>1.1.4. Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.</p> <p>1.1.5. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt in the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.</p> <p>1.1.6. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.</p> <p>1.1.7. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information furnished shall be complete by itself.</p> <p>1.1.8. The bidders shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.</p> <p>1.1.9. Discrepancy in Quoted Rates :</p> <p>a. If, in the price structure quoted, there is a discrepancy between the Unit rate quoted and the Total Price (which is obtained by multiplying the unit price by the quantity) due to arithmetical errors, the Unit rate quoted will be considered valid and the Total price will be corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of decimal point in the unit price. In which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>b. If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</p> <p>c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date before which the bidder has to send their acceptance on the above lines. If the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.</p> <p>1.1.10. For the purpose of the tender, the metric system of units shall be used.</p> <p>1.1.11. All entries in the tender shall either be typed or be written in ink. Erasers and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the bidder.</p> <p>1.2. QUALIFICATION OF BIDDERS: Only bidders who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly submitting details of experience along with the offer. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.</p>		

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SECTION –I

1.3. **DATA TO BE ENCLOSED:** Full information shall be given by the bidder in respect of the following. Non- submission of these information may lead to rejection of the offer.

1.3.1. FINANCIAL STATUS:

A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the bidder enjoys or solvency certificate from the concerned Government authority. Information required in Annexure A₇ shall be furnished by the bidder along with the offer.

1.3.2. INCOME TAX CERTIFICATE:

A certificate of Income Tax clearance from the appropriate authority in the forms prescribed there for indicating annual turnover and the Sales Tax clearance certificate from the appropriate authorities as prescribed by the concerned state government, if any. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.3.3. PREVIOUS EXPERIENCE:

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the bidder indicating the particulars, value of each work, the site location, the duration, date of completion, a list of site locations and particulars and value of various services that are under progress. Information required in Annexure –BI & BII shall be furnished by the bidders along with the offer.

1.3.4. ORGANISATION CHART: The Organisation pattern that is presently available with the bidder and that will be employed by the bidder for this work shall be furnished.

1.3.5. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign)

1.3.6. IN CASE OF AN INDIVIDUAL: His full name, address and place and nature of business shall be indicated.

1.3.7. IN CASE OF PARTNERSHIP FIRMS: The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

1.3.8. IN CASE OF COMPANIES:

Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.

1.3.9. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

1.3.10 Names and particulars including addresses of the Directors and their previous experiences shall be furnished.


1.3.11 A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.


1.3.12 In addition to the above, the particulars required in various annexure shall also be furnished.


EARNEST MONEY DEPOSIT:


1.4.1. Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.


1.4.1.1. EMD shall be deposited in cash (as permissible under income tax act), Banker's cheque, Payorder or Demand Draft (payable at Ranipet in favor of "Bharat Heavy Electricals Ltd.,") Electronic Fund Transfer in BAP/BHEL account (before tender Opening) only. No other form of EMD remittance shall be acceptable to BHEL.


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<p>1.4.1.2. In case of payment of EMD in the form of Cash, the amount should be remitted by the bidder to the Cash Office of Bharat Heavy Electricals Limited, BAP,Ranipet-632 406 during it's working hours and cash receipt issued shall be enclosed along with the tender.</p> <p>1.4.2. Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.</p> <p>1.4.3. The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit.</p> <p>1.4.4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender.</p> <p>1.4.5. Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder:</p> <p>1.4.5.1. Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.</p> <p>1.4.5.2. Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.</p> <p>1.4.5.3. After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.</p> <p>1.4.5.4. Fails to submit SD as indicated in the Letter of Intent.</p> <p>1.4.6. Earnest Money deposit shall not carry any interest.</p> <p>1.5. AUTHORISATION AND ATTESTATION:</p> <p>1.5.1. Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.</p> <p>1.6. VALIDITY OF OFFER: The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer , which shall be binding on the bidders.</p> <p>1.7. EXECUTION OF CONTRACT: The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form (Annexure-D) with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.</p> <p>1.8. SECURITY DEPOSIT:</p> <p>1.8.1. Upon acceptance of tender, the successful bidder within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL.</p> <p>1.8.2. The total amount of Security Deposit shall be 5%of the contract value</p> <p>1.8.3. The Security Deposit may be furnished in any one of the following forms:-</p> <p>1.8.3.1. Cash (as permissible under the income tax act).</p> <p>1.8.3.2. Payorder , Demand Draft in favour of BHEL.</p> <p>1.8.3.3. Local cheques of Scheduled Banks, subject to realization.</p> <p>1.8.3.4. Securities available from Post Offices such as National saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).</p>		


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<p>1.8.3.5. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the companies act. The Bank Guarantee format should have the approval of BHEL (Annexure-E). The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the expiry of 6 Months after the said work is actually completed.</p> <p>1.8.3.6. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the companies act. The FDR should be in the name of the contractor, account BHEL, duly discharged on the back.</p> <p>1.8.3.7. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases atleast 50% of the security deposit (as Bank Guarantee or Demand Draft) should be remitted before start of the work and balance 50% may be recovered from the running bills till the full Security Deposit is made up.</p> <p>1.8.3.8. EMD of the successful bidder may be converted and adjusted against the security deposit on specific request by the contractor.</p> <p>1.8.3.9. Acceptance of security deposit as per clause 1.8.3.4 and 1.8.3.6 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>1.8.4. If the value of the work done at any time exceeds the accepted agreement value, the security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.</p> <p>1.8.5 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.</p> <p>1.8.6 If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.</p> <p>1.8.7 BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.</p> <p>1.8.8 RETURN OF SECURITY DEPOSIT: If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form (Annexure-F) and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.</p> <p>1.9. REJECTION OF TENDER AND OTHER CONDITIONS</p> <p>1.9.1. The acceptance of Tender will rest solely with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.</p> <p>1.9.1.1. To reject any or all of the bidders.</p> <p>1.9.1.2. To split up the work amongst two or more Bidders.</p> <p>1.9.1.3. To award the work in part.</p> <p>1.9.1.4. Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.</p>		


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<p>1.9.1. 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.</p> <p>1.9.2. Conditional and Unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.</p> <p>1.9.3. If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.</p> <p>1.9.4. BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.</p> <p>1.9.5. If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.</p> <p>1.9.6. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form are liable to rejection.</p> <p>1.9.7. Should a bidder or contractor or in the case of a firm or company of contractors one or more of its partners/share holders/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.</p> <p>1.9.8. The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.</p> <p>1.9.9. No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.</p> <p>1.10. NO INTEREST shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.</p>		


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<p>2.1. DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.</p> <p>2.1.1. BHEL or (B.H.E.L Ltd) shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorised Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.</p> <p>2.1.2. “GENERAL MANAGER” shall mean the Officer in Administrative charges of contracting unit of BHEL.</p> <p>2.1.3. “ENGINEER” or “ENGINEER IN CHARGE” shall mean Engineer who is in-charge for the works referred in Erection Services. The term also includes PROJECT MANAGER, “RESIDENT MANAGER” “SITE ENGINEER “ “ RESIDENT MANAGER” and “ASSISTANT SITE ENGINEER “ of BHEL at the site as well as the Officers in-charge at Head Office.</p> <p>2.1.4. “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.</p> <p>2.1.5. “CLIENTS OF BHEL” or “CUSTOMER” shall mean the project authorities to whom BHEL is supplying the equipments.</p> <p>2.1.6. “CONTRACTOR” shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators, successor and permitted assignees.</p> <p>2.1.7. “CONTRACT” or “CONTRACT DOCUMENT” shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.</p> <p>2.1.8. “GENERAL AND SPECIAL CONDITIONS OF CONTRACT” shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.</p> <p>2.1.9. “TENDER SPECIFICATIONS” shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site informations and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification..</p> <p>2.1.10. “TENDER DOCUMENTS” shall mean the General and Special Conditions of Contract(2.1.8) and tender specification(2.1.9).</p> <p>2.1.11. “LETTER OF INTENT” shall mean the intimation by a letter to the bidder that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.</p> <p>2.1.12. “COMPLETION TIME” Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.</p> <p>2.1.13. “PLANT” shall mean and cannot the entire assembly of the plant and equipments covered by the contract.</p> <p>2.1.14. “EQUIPMENT” shall mean all equipments, machinery, materials, structurals, electricals and other components of the plant covered by the contract.</p> <p>2.1.15. “TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.</p> <p>2.1.16. “APPROVED” “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.</p>		


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<p>2.1.17. “WORK OR CONTRACT WORK” shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.</p>		
<p>2.1.18. “SINGULAR AND PLURAL ETC” works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.</p>		
<p>2.1.19. “HEADINGS” The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.</p>		
<p>2.1.20. “MONTH” shall mean calender month, unless specified otherwise in the tender.</p>		
<p>2.1.21. “WRITING” shall include any manuscript typewritten or printed statement under the signature of BHEL.</p>		
<p>2.2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).</p>		
<p>2.3. ISSUE OF NOTICE: The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.</p>		
<p>2.4. USE OF LAND: No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.</p>		
<p>2.5. COMMENCEMENT OF WORKS: 2.5.1. The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay. 2.5.2. If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL’s other rights and remedies in this regard.</p>		
<p>2.5.3. All the works shall be carried out under the direction and to the satisfaction of BHEL.</p>		
<p>2.5.4. The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.</p>		
<p>2.6. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED: 2.6.1. All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.</p>		
<p>2.6.2. For Progress running bill payment: The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.</p>		


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<p>2.6.3. These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.</p> <p>2.6.4. Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.</p> <p>2.6.5. All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.</p> <p>2.6.6. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.</p> <p>2.6.7. The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.</p> <p>2.6.8. The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.</p> <p>2.6.9. If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.</p> <p>2.6.10. Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.</p> <p>2.6.11. Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified 'No Due' and 'No Demand' certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.</p> <p>2.7 RIGHTS OF BHEL</p> <p>BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.</p> <p>2.7.1. To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.</p> <p>2.7.2. To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.</p> <p>2.7.3. To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :</p> <p>2.7.3.1. Contractor's continued poor progress.</p> <p>2.7.3.2. Withdrawal from or abandonment of the work before completion of the work.</p>		


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<p>2.7.3.3. Corrupt act of contractor.</p> <p>2.7.3.4. Insolvency of the contractor.</p> <p>2.7.3.5. Persistent disregards to the instructions of BHEL.</p> <p>2.7.3.6. Assignment transfer, sub-letting of the contract without BHEL's permission.</p> <p>2.7.3.7. Non-fulfillment of any contractual obligations.</p> <p>2.7.4. To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.</p> <p>2.7.5. Liquidated Damages/Penalty: If the Contractor fails in the due performance of the contract to Unload any vehicle within 48 Hrs of reporting, Liquidated damages at the rate of ½% per week of delay or part there of would be levied on the value of the contract.</p> <p>If the contractor fails in the due performance of the contract to deploy Man Power Supply as per the contract, any unauthorized-absence of one or more persons, resulting loss to BHEL in the opinion of site engineer, Liquidated Damages at the rate of ½% per Week of delay or part thereof would be levied on the value of the contract.</p> <p>The Contractor's liability for the delay in "Material Handling" and "Man Power Supply" shall not in any case exceed 10(Ten) percent of the value of the work order.</p> <p>In addition BHEL reserves the right to resort to unloading of the vehicle immediately and deploy Man Power through alternate sources at the cost and risk of the contractor.</p> <p>2.7.6. To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.</p> <p>2.7.7. To effect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.</p> <p>2.7.8. To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.</p> <p>2.7.9. To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.</p> <p>2.7.10. While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.</p> <p>2.7.11. In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.</p> <p>2.7.12. Cancellation of contract in part or full for contractor's default:</p> <p>If the contractor:</p> <ol style="list-style-type: none"> 3. makes default in commencing the work within a reasonable time from the date of handing over of the site and continue in that state after a reasonable notice from Engineer-in-charge. OR 4. in the opinion of the Engineer-in-charge at any time whether before or after the date / extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-charge OR 5. fails to comply with any of the terms and conditions of the contract or after 7 days notice in writing with orders properly issued there under OR 6. fails to complete the work order and items of work as per individual dates for completion and clear the site on or before the date of completion or fails to achieve the progress set out in accordance with the provisions of contract. 		


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<p>The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue to BHEL, cancel the contract as a whole or in part thereof or only such work order items of work in default from the contract. Whenever the Accepting officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the contractor's risk and cost , provided always that in the event of the cost of completion (as certified by Engineer-in-charge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL. If the cost of completion exceeds, the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by General Manager or the same shall be recovered from the contractor by other means. Engineer-in-charge will have power to take possession of site and materials, constructional plant, implements, stores etc there on.</p>		
<p>In case BHEL completes the work or any part thereof under the provisions of the contract conditions, then such completion is to be taken in to account in determining the excess cost to be charged to the contractor under this condition and shall consist of the cost of materials purchased and / or labour provided by BHEL, with an addition of such percentage to cover superintendence and establishment charges as may be decided by the General Manager, whose decision shall be final and conclusive.</p>		
<p>6.7.1. If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or of the contractor's unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if there after be any balance out standing from the contractor, it shall be recovered in accordance with the provisions of the contract.</p>		
<p>6.7.2. BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.</p>		
<p>6.8. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.</p>		
<p>The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.</p>		
<p>6.8.1. As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.</p>		
<p>6.8.2. The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.</p>		
<p>6.8.3. The contractor shall comply with all state and Centrals Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.</p>		
<p>6.8.4. The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.</p>		
<p>6.8.5. While BHEL would pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, Inspection Certificate etc., will have to be made by the contractor. However BHEL will not make any payment to Boiler Inspector in connection with contractor's welders qualification/requalification tests etc.</p>		
<p>6.8.6. The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.</p>		
<p>6.8.7. The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.</p>		
<p>6.8.8. The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.</p>		


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<p>6.8.9. The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.</p> <p>6.8.10. 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 Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.</p> <p>6.8.11. It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractors bills/security deposit in one installment.</p> <p>6.8.12. The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.</p> <p>6.8.13. In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.</p> <p>6.8.14. Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.</p> <p>6.8.15. The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.</p> <p>6.8.16. All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.</p> <p>6.8.17. The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.</p> <p>6.8.18. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.</p> <p>6.8.19. No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.</p> <p>6.8.20. Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.</p> <p>6.8.21. The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.</p> <p>6.8.22. Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.</p>		


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6.9. CONSEQUENCES OF CANCELLATION:		
<p>Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.</p>		
<p>6.9.1. In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.</p>		
<p>2.10 INSURANCE:</p>		
<p>2.10.1. BHEL/their customer shall arrange for insuring the materials/properties of BHEL / customer covering the risks during transit, storage, erection and commissioning.</p>		
<p>2.10.2. It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.</p>		
<p>2.10.3. If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.</p>		
<p>2.10.4. If due to contractor's carelessness's, negligence of non-observance of safety precautions damage to BHEL's /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.</p>		
<p>2.10.5. It shall be the responsibility of the contractor to provide security arrangement for the equipment/materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.</p>		
<p>2.11. STRIKES & LOCKOUTS:</p>		
<p>2.11.1. The contractor will be fully responsible for the entire dispute and other issues connected with his labour. In the event of the contract labour resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its won labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.</p>		
<p>2.11.2. For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.</p>		
<p>2.12. FORCE MAJEURE:</p>		
<p>2.12.1 The following shall amount to FORCE MAJEURE:</p>		
<p>Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic and other similar causes over which the contractor has no control.</p>		
<p>2.12.2. If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.</p>		

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

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CONTRACT AGREEMENT		
AGREEMENT NO: BAP : ERN : BHE :		
DATE:		
Name of work :		
Name of the contractor with full address :		
Amount of tender accepted :		
Letter of Intent No. :		
Time allotted for completing the work : (date of completion)		
(Officer authorized to sign the agreement)		
CONTRACTOR		

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ANNEXURE –'D' CONTRACT AGREEMENT		
<p>AGREEMENT No: BAP: ERN : BHE : _____ DATE: _____</p> <p>1. This agreement made this day, the _____ of _____ between the Bharat Heavy Electricals Limited, Ranipet having its Registered Office at 'BHEL House', Siri Fort, New Delhi 110 049 (herein after called the FIRST PARTY) of one part and Messrs. (herein after called the ("CONTRACTOR") of the SECOND PARTY.</p> <p>2. WHEREAS the first party is desirous of executing the work of _____ more particularly described in the appendices including drawings and specifications attached herewith.</p> <p>3. WHEREAS IN PURSUANCE of the said Contractor's Tender having been accepted, the first party has decided to give the above said work to Contractor, and WHEREAS the contract between the parties was concluded by virtue of a letter of intent issued by the First Party under reference. _____ Dt. _____.</p> <p>4. WHEREAS the said Contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in the presents, instructions to bidders, general conditions and special conditions, schedules, appendices, letter of intent and specifications (hereinafter referred as the said contract schedule) at the approved rates (herein referred as the said contract rate).</p> <p>5. AND WHEREAS the said contractor has furnished a Bank Guarantee for a sum of Rs. _____ Valid up to _____ towards initial 50% security Deposit and has further agreed for balance 50% Security Deposit being recovered at 10% of value of each running bill till the full Security Deposit is made up for the satisfactory completion and performance of the work and whereas the validity of the said Bank Guarantee has to be extended by the Contractor, if so required before for the balance period of contract period and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs. _____ (Rupees _____ only), from the bills forthwith in one installment and it has further been agreed that the failure to extend the validity of Bank Guarantee or failure to pay the aforesaid amount the manner specified above shall constitute the breach of contract, and first party reserved the right to take easy legal action deemed fit for recovering the said sum of Rs. _____ (Rupees _____ only). This amount of Rs. _____ Will be refunded (and Bank Guarantee will be returned) to the Contractor on satisfactory completion of the work as specified in the Contract documents.</p> <p>6. Now THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate as also of agreement of good and faithful services to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.</p> <p>7. That the said contractor will perform the aforesaid work subject to the conditions contained in these presents, instructions to bidder, general and special conditions of contract and the contract documents attached herewith including the said schedules, specifications, appendices, letter of intent, drawings attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined the specifications and conditions of contract, appendices, schedules, letter of intent, drawings etc., as aforesaid and also to have satisfied himself as to the nature and character of work to be executed.</p> <p>8. That the said contractor shall carry out and complete the execution of the said work to the entire satisfaction of the Engineer within the agreed time schedule.</p> <p>9. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at said contract rates and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.</p> <p>10. That the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (Letter of Intent) has been issued to the said contractor.</p> <p>11. That whatever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.</p> <p>12. That all charges on account of Octroi, terminal and sales-tax or other duties on materials obtained for the work shall be borne by the said contractor.</p> <p>13. That is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions thereto contained in these presents and the liability of the said contractor either of past or further compensation shall remain unaffected.</p> <p>14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, RANIPET.</p> <p>15. The contract is subject to RANIPET(TamilNadu) jurisdiction.</p> <p>16. The document hereto attached viz. shall also form part of this agreement.</p> <p>17. General Conditions of Contract attached to the Notice inviting tender shall form part of this contract in so far as any thing is not provided specifically in this agreement.</p> <p>18. In witness hereof the parties have respectively set their signatures in the presence of :</p>		
<p>WITNESSES: (with full address)</p> <p>1. _____</p> <p>2. _____</p>		
<p>Signature of the Contractor (to be signed by a Person holding valid power of Attorney of the Company)</p>		
<p>Date: _____</p>		
<p>WITNESSES: (with full address)</p> <p>1. _____</p> <p>2. _____</p>		
<p>For and on behalf Bharat Heavy Electricals Limited.</p>		
<p>Date: _____</p>		

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ANNEXURE 'E' PROFORMA FOR SECURITY DEPOSIT		
<p>THIS DEED OF GUARANTEE made this day of _____ by Messrs. _____ (hereinafter called the Bank) in favour of Messrs. <u>BHARAT HEAVY ELECTRICALS LIMITED, RANIPET</u> having its Registered Office at New Delhi (hereinafter called the Principal)</p>		
<p>WHEREAS Messrs. _____ (hereinafter called the Contractor) has entered in to a Contract with Bharat Heavy Electricals Ltd., Ranipet arising out of Letter of Intent No. _____ Dt. _____ addressed by the Principal to the Contractor (hereinafter called the said agreement) for</p>		
<p>AND WHEREAS the said Agreement provides that the contractor shall pay a sum of Rs. _____ (Rupees _____ only) towards 50% of full Security Deposit to be made in the form and manner therein specified.</p>		
<p>AND WHEREAS the Contractor have approached the Bank and at their request and in consideration of the agreement arrived at between the said contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned to the Principal.</p>		
<p>NOW, therefore, these present witness that we the Bank by the hand Mr. _____ its lawfully and duly constituted attorney, do hereby undertake to pay to the principal a sum of Rs. _____ (Rupees _____ only) without demur on demand being made by the principal and to keep the principal indemnified to the extent of Rs. _____ by</p>		
<p>virtue of this guarantee against any loss or damage caused to or suffered by the principal by reason of any breach by the aforesaid contract of any of the terms and or conditions, stipulations or undertakings of any one of them contained in the said Agreement and the tender documents attached thereto and for the payment of any money or moneys payable by the said contractor to the principal under the terms and conditions of the said Agreements (the decisions regarding the breach, loss damage or payment due being solely in the discretion of the Principal).</p>		
<p>We further undertake to pay without demur the aforesaid amount in a lump sum on demand or such part thereof as the Principal may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any Court Tribunal or Arbitration Proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the principal, to the Contractor in or fulfilling the said agreement between contractor and the principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said agreement irrespective of whether notice of such change or/variation is given to us or not and claim to receive such notice of any change/and or variation of the terms and or variation of the terms and or/conditions of the said agreement is hereby specifically waived by us. Further we shall not be release from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said agreement by the principal against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any powers or rights, modifications or change made in the said agreement or concessions shown to contractor by the principal is given to us or not.</p>		
<p>The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may hereafter become due to the principal in respect of any liability or obligations of the contractor under the said agreement.</p>		
<p>We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the principal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the principal certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee subject to however that the principal shall have no rights under this guarantee after the expiry of six months from the date of completion of the contract (the date of completion shall be as certified by the Principal) unless this guarantee is extended by agreement.</p>		
<p>Any claim or dispute arising under the terms of this contract shall only be enforced or settled in the Court having jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu)</p>		
<p>And lastly the Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.</p>		
<p>The bank hereby declares that it has power to issue this guarantee under that Bank's Memorandum and Articles of Association and the undersigned has power to do so on its behalf under the power of Attorney granted to him by the proper Authorities of the Bank.</p>		
Date:	(Name of the Bank & Place)	
Seal:	DESIGNATION OF THE AUTHORISED PERSON SIGNING THE GUARANTEE	

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ANNEXURE –‘F’ NO DEMAND CERTIFICATE		
<p>1) Name of work :</p> <p>2) Agreement Date :</p> <p>3) I/We certify that</p> <p>a) I/We have completed the above work to the entire satisfaction of BHEL.</p> <p>b) I/We have handed over all the balance materials, components, tools and tackles, machinery and other equipment of BHEL.</p> <p>c) I/We have received the final payment from BHEL for the above work.</p> <p>d) I/We have no further demand whatsoever from BHEL.</p>		
<p>I/We, therefore request you to refund to me/us the security deposit of</p> <p>Rs. _____.</p> <p>(Rupees _____ only)</p> <p>and the Bank guarantee No.: _____ dt. _____.</p> <p>Rs. _____.</p>		
<p>After deducting all cost of expenses or other amounts that are to be paid by me/us to BHEL under this contractor other contract entered into by me/us with BHEL.</p>		
SIGNATURE OF THE CONTRACTOR WITH SEAL		
Place:		
Date:		
Witness	1)	
	2)	
	3)	

SPECIAL CONDITIONS OF CONTRACT

FOR

MATERIAL HANDLING WORKS

BAP:ERN :SCC :MH: 01



ERECTION SERVICES DEPARTMENT

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

BOILER AUXILIARIES PLANT

INDIRA GANDHI INDUSTRIAL COMPLEX

RANIPET – 632 406

SECTION-III**SPECIAL CONDITIONS OF THE CONTRACT FOR UNLOADING AND TRANSPORTATION WORKS****3.1 RESPONSIBILITIES OF THE CONTRACTOR & SCOPE OF WORK**

- 3.1.1** Unloading of electrostatic precipitator components with connected ducts, cables, cable Trays, Electrical panels, all accessories and miscellaneous equipments including insulation & any other materials required for erection from Railway Wagons/Trailors /Lorries at the Railway Siding/ Railway Station/ Transport Godowns, Re-loading at Siding/ Godowns and transportation to storage yard/work site using Contractor's own cranes, tractors, trucks, lorries, trailers and other unloading and transporting equipments (having valid permits for their operation) unloading at storage yard and stacking, handling at storage yard for verification and restacking after verification shall be the responsibility of the contractor under this contract
- 3.1.2** It would be responsibility of the contractor to keep in contact with the BHEL authorities at site to find out the arrival of the consignment. The Railway receipt/Lorry Way Bill/ Truck Way Bills for the consignments shall be furnished by the Contractor immediately on receipt.
- 3.1.3** The Contractor is required to find out from Transport authorities regarding arrival of consignment prior to the receipt of consignment note, if any and take delivery of the same on 'Indemnity Bond'. Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignments is furnished by the Contractor. Similar arrangements in respect of consignment received by road also shall be taken care by the Contractor.
- 3.1.4** Payment of all demurrages/wharfages that results due to Contractor's fault would be the responsibility of the Contractor and to his account. If BHEL have to make payment of demurrage/wharfage together with the freight, the amounts so paid as demurrages/wharfages for the reasons stated above shall be paid by the Contractor forthwith or would be recovered from the bills of the Contractor.
- 3.1.5** It would be the responsibility of the Contractor to examine the packages, consignments etc., on arrival and bring to the notice of transport Authorities and BHEL Authorities regarding loss/damages, if any, observed in the consignments proposed to be taken delivery of. Before taking delivery, particularly of consignments in "smalls" the weight of the package shall be checked with the invoiced weight of the packages and any discrepancies shall be reported immediately to BHEL/Transport Authorities. In case it becomes necessary to take open delivery from the authorities, Contractor should make all arrangements for taking open deliveries. All expenses connected there with shall be to the account of the Contractor. Any loss that may accrue to BHEL on account of such failures shall be debited to the Contractor's account and recovery effected from his progress bills.
- 3.1.6** Any discrepancy/shortage/damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the Contractor and the amount liable to be lost by BHEL on such account is recoverable from the Contractor.
- 3.1.7** In case of apparent damages/shortages to/in consignments/packings noticed by the Contractor, such cases shall be brought to the notice of BHEL and cleared only with their knowledge/approval.
- 3.1.8** CONSIGNMENTS coming on Sundays and holidays are also required to be handled by the Contractor. Since the offices and godowns will probably remain closed on these days it will be the responsibility of the Contractor to contact the site Engineer/his authorized representative of BHEL at their residence and obtain instructions.
- 3.1.9** BHEL reserves the right to recover from the Contractor any loss which arises out of undue delay/discrepancy/shortage/damage or any other causes during transit from the godowns of any lorry depot and BHEL Stores or during unloading at lorry head or during stacking or any time in the custody of the Contractor.
- 3.1.10** The Contractor shall make suitable security arrangements including employment of Security personnel (round the clock) to ensure the protection of all materials/equipments and works from theft, fire, pilferage and any other damage and loss at stores/Storage yards till the contract is getting over. The contractor will be responsible for receipt and issue of materials and will maintain proper records in prescribed proforma of BHEL. The materials shall be accounted properly by the contractor on completion of contract.

- 3.1.11** Unloading from Transport equipments, re-loading and transportation, unloading at storage area of heavy/sophisticated equipment like motors, bearings, electrical panels etc., shall be done in the presence of and as per the direction of BHEL's representative, including stacking and restacking if necessity arises.
- 3.1.12** Certain packages are likely to be received by BHEL by passenger trains. The relevant parcel way bills will also be handed over to the Contractor for clearing the same from the Railway parcel office. It is the responsibility of the Contractor to clear the same at railway parcel office, transport and handover to BHEL authorities at site, under the scope of this contract Consignments coming by road, shall also be similarly cleared, transported and handed over to BHEL authorities at site, under the scope of this contract.
- 3.1.13** Since the Consignments are expected to arrive during any time of the day, contractor shall have his workmen round the clock at site as well other places required to unload the materials. Contractor's quoted rate shall include all such contingencies.
- 3.1.14** Under the scope of this contract, it shall be the responsibility of the Contractor to provide facilities to open the package in the presence of BHEL Engineers, verifying the same, re-packing wherever and whenever necessary, properly stacking them as may be directed by BHEL so as to facilitate proper handling and verification.
- 3.1.15** The required bush clearing, filling, drainage etc. to facilitate access to materials in the storage area etc. shall be carried out by the Contractor at his own cost as directed by the Engineer.
- 3.1.16** ESP components designated for covered storage, field connection materials, motors, equipment, paint, cement etc., shall be stored on well designed racks and platforms off the ground.
- 3.1.17** All the materials shall be stored 6" above the ground level using concrete or wooden sleepers or wooden logs. No material shall be allowed to remain on ground at any time. Materials shall not be stacked in low lying areas, where it is likely to get flooded during rain. Wooden/concrete sleepers and tarpaulins wherever deemed necessary, shall be provided by the Contractor at his own cost.
- 3.1.18** Stacking of the materials shall be done as per the instruction and to the satisfaction of BHEL Engineers. The materials shall be so stacked that it should facilitate easy handling during erection. In case any negligence or improper stacking is noticed, it shall be the responsibility of the Contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the cost from the Contractor. The stacking should be done in such a way not to cause damage to the materials. On occurrence of damages, the tender should rectify the defect at his own cost.
- 3.1.19** The necessary lifting tackles, tools, wire rope slings of suitable capacities and other equipment incidental to carry out this work shall have to be arranged by the Contractor himself. All such lifting tackles and equipment shall be approved by BHEL, before they are actually used for works.
- 3.1.20** The Contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to Contractor's lapse shall have to be made good by the Contractor.
- 3.1.21** If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees or any other property belonging to BHEL or their client or to any part of erected equipment, stores components etc., the Contractor shall make good the same at his own expense or in default, the site Engineer may cause the same to be made good by other workmen or by other means and deduct the expense (of which the site Engineer's decision is final) from any sums that may be then or at any time thereafter become due to the Contractor or from his security Deposit or any other money due.
- 3.1.22** BHEL will carryout periodic stock verification of materials with respect to receipt and issue records. The bidder should make available all records in proper form, for easy verification by BHEL officials. In case any shortage, pilferage, the bidder should take all action for replacing the shortages, otherwise BHEL will replace and recover the cost of materials with BHEL overheads from the bills of the Contractor.
- 3.1.23** The contractor should note that all damages/shortages etc., in the lorryway bill/RRs while receipt of materials. Any damages observed on the materials subsequently that are not noted on the LWBs/RRs will be deemed to have been occurred during unloading and stacking of materials and the bidder shall rectify the damages at his cost and risk.

3.2 LABOUR AND SUPERVISORY STAFF

- 3.2.1** The contractor shall engage especially skilled labour, e.g. sarang, riggers, khalasi etc., for works under this contract. Only fully trained and competent men with previous experience in the job shall be employed.
- 3.2.2** The supervisory staff employed by the Contractor to ensure proper out-turn of work and discipline on the part of the labour put on the job by the Contractor and in general ensure that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other Contractors of BHEL or BHEL'S Client.
- 3.2.3** The Contractor shall also furnish daily labour report showing by classification the number of employees engaged in various categories of work and a progress report of work as required by BHEL Engineer.
- 3.2.4** It will be the responsibility of the Contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipment and personnel. The Contractor shall be responsible to make good the damages to personnel, equipment or other materials arising out of accidents, during execution of the work by him.
- 3.2.5** The Contractor shall employ adequate competent skilled and other categories of workers, keeping prescribed records and will act as per the rules of Central/State/Local Government factory regulations, etc., in this regards. The workers/Supervisors shall be paid minimum wages prescribed under the relevant laws and including wages of paid holidays/rest days.
- 3.2.6** The contractor and his employees shall abide and act as per the discipline and standing instructions at work site. The contractor as stated elsewhere shall be fully responsible for his workers in all respects and keep us indemnified in this regard.
- 3.2.7** Necessary electrical staff, supervisory personnel, skilled and unskilled labour including personnel with approved licence as per Indian Electrical Rules 1956 as amended.
- 3.2.8** The contractor should provide identity badges for his employees. These badges should be properly displayed by employee during the working hours.
- 3.2.9** The contractor shall employ only competent and skilled workmen fully experienced and capable performance in duties assigned to them. When local law requires your employees shall be required to acquire the necessary certificate competency for his work from the competent at authority as instructed by BHEL Engineer.
- 3.3 TERMS OF PAYMENT**
- 3.3.1** The Contractor shall submit his bills once in a month duly furnishing the following information.
- 3.3.2** The gross weight as per LWB.
- 3.3.3** LWB Number
- 3.3.4** Vehicle/Truck number and number of Bundles/Boxes/Pieces in each Vehicle/Truck.
- 3.3.5** Shortage/Damage reports in BHEL'S standard material management forms.
- 3.3.6** Rate/tonne
- 3.3.7** Amount claimed
- 3.3.8** Recoveries such as hire charges etc., if any.
- 3.3.9** 75% of the rate shall be paid on prorata basis after unloading of the materials.
- 3.3.10** 20% of the rate shall be paid on prorata basis after materials are duly stacked and verified as per packing slip by opening the boxes re-packing, stacking etc., wherever necessary. Payment will be released on submission of the information as per Material Management Forms and certified by BHEL Engineers.
- 3.3.11** Balance 5% will be released after completion of the contract in full and certified by BHEL Engr.

3.4 RATE SCHEDULE

- 3.4.1** The bidder shall quote the rate per Metric Tonne as per the 'RATE SCHEDULE' vide part II 'PRICE BID' Annexed. Conditional offers are liable to be rejected. The scope of work and the responsibility of the Contractor as mentioned under all the clauses etc., of the tender specification shall be covered within the quoted rates.
- 3.4.2** 'The rates quoted' in the tender are to be kept firm for entire period/extended period of the contract (if any) from the date of Letter of indent issued by BHEL, No escalation, on any account whatsoever will be accepted by BHEL.
- 3.4.3** The total weight mentioned in the rate schedule is APPROXIMATE and is liable to vary later at the discretion of BHEL. No variation in quoted/accepted rates per Metric Tonne shall be allowed due to increase/decrease in total tonnage mentioned.
- 3.4.4** The work executed will be priced at the unit rate quoted by the contractor and accepted by BHEL for the purpose of the payment. For the purpose of payment the gross weight indicated in RR/LWB/PWB/BL will be taken into account for calculating the tonnage handled.
- 3.4.5** The distance if any indicated in the rate schedule are only approximate. However the bidder should assess the various distances and site conditions by visiting the site before submitting their offer.
- 3.4.6** The bidder is also required to quote for all the "PROVISIONAL ITEMS" if any of the rate schedule as the same may be operated according to the site conditions and entirely at the discretion of BHEL during the execution of the contract.
- 3.4.7** The bidder is expected to fill up the 'RATE SCHEDULE' after satisfying all the terms and conditions stipulated in the TENDER SPECIFICATION.
- 3.4.8** The scope of work under this contract is deemed to be completed only when so certified by the Site Engineer of BHEL.
- 3.4.9** During the entire period of contract, the Contractor shall maintain proper progress, adequate manpower, requisite handling and transportation equipments, tools and tackles and other consumables, to meet the scheduled programme as per the priority given by BHEL Site Engineer.

3.5 CONTRACTOR'S PERSONNEL

To facilitate proper stacking of materials, handling the materials at storage yard/stores, verification of material receipt position periodically, stock taking, re-packing wherever necessary after verification, contractor has to provide the following category of personnel:

- a. Store Supervisor 1 No. (Technically qualified)
- b. Unskilled/Semiskilled workers 4 Nos.

The above personnel shall be working along with BHEL personnel and to be provided by the Contractor besides his regular working personnel engaged for other operations. The rate quoted for unloading work shall be inclusive of the cost of above manpower

If the contractor fails to deploy above personnel, BHEL will deploy the persons on behalf of contractor and cost of the operation will be recovered from Contractor's Running bills.

3.6 FACILITIES TO BE PROVIDED AND DEVELOPED BY THE BIDDER AT HIS COST

- 3.6.1** It shall be the responsibility of the contractor to construct his own office shed, stores shed, labour tenements, with all facilities like electricity, water supply, sanitary arrangements in the area allotted to him for the purpose.
- 3.6.2** Distribution of water for construction purposes and as well as drinking purpose from the single point provided by BHEL to various works fronts shall be the Contractor's responsibility and at his cost.
- 3.6.3** Necessary meters for recording consumption of water and power for cost analysis purpose and maintenance of the same during execution period shall be Contractor's responsibility.
- 3.6.4** Provision for distribution of electrical power from the given single central point to the required places with proper distribution boards, approved cable laying, including supply of all materials like cables, switch boards, pipes, etc., observing the safety rules laid down by the Electricity Authority of the State/BHEL/their customer shall be the responsibility of the bidder /contractor.

- 3.6.5** The contractor shall secure and maintain comprehensive including third party insurance for appropriate amount to protect your and our interest against all risk and claims to the men/women or for labour force. If failure in securing the insurance policies in this regard shall not absolve you from reimbursing to us for any loss / damages / injuries or death to any person.
- 3.6.6** The contractor shall be fully responsible for obtaining labour licence/approval if any, from State/Central/Local authorities at his own cost and risk.
- 3.6.7** It is the responsibility of contractor to obtain approval from statutory authorities like pollution control board, Factory Inspectorate etc., if necessary.
- 3.7 CRANE AND OTHER TOOLS AND TACKLES**
- 3.7.1** All the T&P including Cranes, trucks, Lorries, tractors, trailers etc required for the satisfactory execution of work shall be arranged by the Contractor. BHEL will not arrange any Tools and Plants.
- 3.7.2** All the T&P arranged by the Contractor including electrical connection wherein required shall be reliable / proven tested with necessary test certificate.
- 3.7.3** All the T&P, lifting tackles including wire ropes, slings, shackles and electrically operated equipments arranged by Contractor shall be got approved by BHEL Engineer before they are actually put on use.
- 3.7.4** Civil works, if any, required for safe and efficient operation of tools and tackles shall be the Contractor's responsibility.
- 3.7.5** Contractor shall take into consideration the above clauses and quote the rates as called for in the rare Schedule.
- 3.8 SITE CLEANLINESS AND SAFETY REQUIREMENTS:**
- 3.8.1** During the course of work, scrap lumber with protruding nails, sharp edges etc., and all other debris shall be kept cleared from working areas. Proper house keeping is the responsibility of the Contractor.
- 3.8.2** Combustible scrap and debris shall be removed at regular intervals during the course of work. Safe means shall be provided by the Contractor to facilitate such removal. If this is not done regularly, BHEL will get the job done and debit the cost to Contractor.
- 3.8.3** Material handling equipment shall be inspected prior to use of each shift and as necessary during its use to ensure that it is safe. Defective equipment shall be removed from service. Necessary test certificates have to be provided by the Contractor for the rigging and handling equipments brought by them. Otherwise this will be got to be done by BHEL and the cost will be debited to Contractor.
- 3.8.4** No equipment shall not be loaded in excess of its recommended safe working load.
- 3.8.5** Handling equipment when not in use shall be removed from the immediate work area so as not to present a hazard to employees.
- 3.8.6** The Contractor will notify the Engineer his intention to bring on to site any equipment or any container with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used during the performance of the works and the Contractor shall strictly adhere to such instructions. BHEL Engineers shall have the right to inspect any construction plant and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained.
- 3.8.7** Where it necessary to provide and/or store petroleum products or petroleum mixture and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant petroleum Act., Explosive Act and Petroleum and Carbide of Calcium Manual, published by the Chief Inspectorate of Explosives of India. All such storage shall have prior approvals of BHEL Engineer. In case any approvals are necessary from the Chief Inspector of Explosives of any other statutory Authorities, the Contractor shall be responsible for obtaining the same.
- 3.8.8** Valve protection caps shall be in place and secured.
- 3.8.9** Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.

- 3.8.10** When cylinders are transported by powered vehicles, they shall be secured in vertical position.
- 3.8.11** All the hand lamps used by the contractors workmen shall be of 24V only. Adequate step down transformers should be installed at site to cater to the complete requirement. (230V hand lamps should not be used).
- 3.8.12** All workmen of the Contractor working in construction areas shall wear safety shoes, safety helmets, & safety belt (with double harness - when working at heights). Contractor shall insure his workmen against all accidents, and the policy shall be presented to BHEL. In case of failure to do so BHEL will arrange the same and the expenditure towards this will be debited to the Contractor including BHEL overheads. In case the Contractor fails to provide necessary safety equipments to workmen, BHEL will provide the same to the workers and recover the cost of equipment along with BHEL overheads.
- 3.8.13** All the above safety conditions are not exhaustive but gives an idea for the Contractor and the Contractor shall adhere to all the safety precautions given by the BHEL Engineer at Site. Such of those workmen who do not follow safety precautions shall be turned out from Site. They will not be allowed to work until they fulfill safety regulations.
- 3.8.14** The Contractor shall be responsible for provision of all the safety notices and safety equipments as enjoined on him by the application of relevant statutory regulations/provisions and/or as called upon by the BHEL Engineer and their client from time to time.
- 3.8.15** The Contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
- 3.8.16** The Contractor shall ensure the safety of all the workmen, material and equipments either belonging to him or to others working at site.
- 3.8.17** It will be the responsibility of the Contractor to ensure safe lifting of the equipments, taking due precaution to avoid any accidents and damages to other equipments and personnel.
- 3.8.18** The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at Site.
- 3.8.19** All the Contractor's Supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the Contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of safety measure.
- 3.8.20** Contractor shall provide enough fire fighting equipment of the types and numbers at his office, temporary structures, labour colony area etc. Access to such fire fighting equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the Contractor of any of his responsibilities and liabilities to fire accident occurring.
- 3.8.21** The Contractor shall at his cost remove from the vicinity of work, all scrap packing materials rubbish unused and other materials and deposit them in places specified by BHEL engineer to keep the work Site clean and tidy.

3.9 PRICE ESCALATION:

- 3.9.1** The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates is allowed under any circumstances.
- 3.9.2** However, the Contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously for the entire contractual period including total extended period.
- 3.9.3** In case due to unforeseen circumstances and due to reasons not attributable to the Contractor, the work gets delayed and completion time gets extended, the Contractor shall not be entitled for any over run compensation for a period of 3 months after the Contractual completion date.
-

**SPECIAL CONDITIONS OF CONTRACT
FOR MANPOWER SUPPLY ASSISTANCE ETC.**

SECTION – IV

- 4.0 The quantity of manpower assistance indicated in the rate schedule is only approximate. BHEL will specify the actual requirement as and when the need arises at various stages of execution of contract. BHEL will have the option of not operating any of the items indicated in the rate schedule under manpower supply.
- 4.1 The manpower provided shall be capable of carrying out the assigned work to the satisfaction of BHEL. BHEL reserves the right to decide on the suitability of the personnel deployed and insist on removal of any employee found unsuitable for the work assigned. The contractor shall forthwith arrange for replacement.
- 4.2 The manpower engaged for Round the Clock Security shall be provided with clearly identifiable uniforms etc.
- 4.3 **Statutory Requirements** : Compliance with statutory obligations as well as any other requirements / provisions with respect to manpower supplied and equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations, conveyance etc., are the responsibility of the Contractor. **The rates quoted shall be inclusive of all the above requirements.**

The contractor shall strictly abide by the state and central laws, statutory rules, regulations etc. As indicated in the gcc and other sections of the special conditions of contract. In addition the contractor shall have to comply with PROFESSIONAL TAX / AND PF /ESI/ LABOUR LICENCE regulations for all his employees / workman as per the local authorities / governing bodies instructions.


4.4 **SPECIFICATION FOR PC SYSTEM (01. NO.)** For management of materials receipt, issues etc., site management activities and to prepare statements a PC is required. The Contractor should provide ONE No. of Personal Computer system as per the following specification at their cost. The rate for one no. clerk shall be inclusive of the PC. The scope of contractor shall include providing a licensed operating system (Vista Business version), licensed software (latest version of MS OFFICE with CD/DVD) , maintenance, servicing and replacement of spares. The system will be kept in BHEL site office and used exclusively for BHEL's site management activities. Maintenance of the System including supply of spares is the responsibility of the Contractor, and if any fault / failure of the system occurs, it should be rectified immediately without delay at contractor's cost. The scope also includes supply of consumables like printer cartridges etc. as and when required by BHEL.

SPECIFICATION FOR PC SYSTEM:

To be arranged by the Contractor at their cost.

SL.NO	FEATURES	MINIMUM REQUIREMENTS
01	Processor	Intel i-3- 2130 GHz or above
02	Chipset	Appropriate Chipset
03	RAM	2GB DDR SDRAM or above
04	HDD	250 GB SATA or above
05	FDD	1.44 MB
06	Optical Drive	52 X DVD writer or higher, SATA
07	Monitor	15" TFT/LCD or larger
08	Key Board	Minimum 104 Keys Windows keyboard
09	Mouse	2 Button optical mouse
10	Ethernet	Integrated 10/100 Mbps NIC for LAN
11	Ports	Minimum 1 parallel, serial USB
12	OS & Software	Windows 7 & Office Suite
13	USB	USB-2
14	Accessories	Mouse pad & Dustcovers
15	UPS	1KVA UPS with 1 Hr. back up
16	MULTI FUNCTION PRINTER	A4 size laser jet printer with built in FAX and Scanning facility -20 ppm or above (with all consumables, cartridges etc.)

- 4.5 **PAYMENT TERMS FOR MANPOWER SUPPLY ASSISTANCE ETC. (S.No. B of the Rate schedule)**
- a) 95% of the contract rate will be paid on prorata basis for the Man Months/ Months of services provided against each item as certified by BHEL Engineer at site.
- b) Balance 5% will be released on completion of the entire scope of work under this contract as certified by BHEL Engineer.

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	SECTION – V
SPECIAL CONDITIONS OF CONTRACT on Reverse Auction		
5.0 GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION		
5.1	For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.	
5.2	BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet	
5.3	BHEL will inform the vendor in writing, in case of reverse auction, the details of service provider to enable them to contact and get trained.	
5.4	Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.	
5.5	Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.	
5.6	BHEL will provide the rate schedule (e.g. EXCEL sheet) for the vendor to enable them to fill-in the price and keep it ready for keying in during the auction. In the event of discrepancy in rate and amount against any item of work, the least of the two will be taken for bid price. In case of discrepancy between the total price indicated in price bid and the arithmetic sum arrived based on rate quoted, then also the least of the two will be taken for the bid price. The bids are compared on the total price quoted and NOT on individual ITEM of works.	
5.7	Reverse auction will be conducted on scheduled date & time.	
5.8	At the end of reverse auction event, the lowest bidder value will be known on the network.	
5.9	The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of auction without fail.	
5.10	Opening bid in reverse Auction: The opening bid (in the reverse Auction) of the bidders shall be same as that quoted in their final sealed price submitted to BHEL (along with Technical offer). The bidder shall confirm in writing to BHEL that their opening bid (in reverse auction) shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical Bid (Patr-1). If any bidder offered a unsolicited discount or rebate, in separate cover etc. in any place other than the sealed price bid, then the opening price bid in reverse auction, by such a bidder in Reverse Auction, shall be the price offered in final sealed price bid submitted (against this NIT) minus discount offered in any place other than the sealed price bid.	
5.11	BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.	
5.12	In case the process of reverse auction is found unsuccessful by BHEL, then BHEL at its discretion may decide to call the L1 bidder of reverse auction for further negotiation.	
5.13	Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.	
5.14	In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the Price Bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL's standard practice.	
5.15	Only those vendors, who participate in the Online Initial Opening Bid, will be eligible to participate in the subsequent Online English Reverse Auction.	
5.16	Price bids offered by the bidders during reverse auction process is considered as an offer to execute the work. Bids once made by a bidder cannot be cancelled/withdrawn and bidders shall be bound to execute the work at the final bid price. BHEL shall take appropriate action if the bidder fails to do so.	
5.17	The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."	
5.18	For more details, please visit our BHEL website http://www.bhel.com (Revision of 'Guidelines for Reverse Auction', issued on 26.09.2016.)	

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

OF

CONTRACT

(FORMATS & PROCEDURES)

ES : F : 009



R 05- 275

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

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

CHECK LIST

Bidders are required to fill in the following details:

1.a	Name of the Bidder With address, Phone No., Mobile No., Fax and e-mail.	
1.b	Nature of Firm (Whether Proprietary, Partnership, Pvt.Ltd, Others-Specify)	
2	Whether EMD submitted as per tender Specification Terms and conditions	Yes / No
3	Validity of offer (offer shall be kept valid for acceptance for a period of minimum 6 months)	Yes / No
4	Whether Bidder visited the erection Site and acquainted with Site Conditions before quoting	Yes / No
5	Whether the following details are furnished.	
5.a	Previous Experience – Photocopies as in QR Annexure-B-I & B-II	Yes / No
5.b	Present assignments	Yes / No
5.c	Organization chart of the Company Annexure-C	Yes / No
5.d	Financial status of the Company Annexure-A	Yes / No
5.e	In case of Company, proof of registration of the Company	Yes / No
5.f	Memorandum and Articles of Association of Company / copy of Partnership Deed.	Yes / No
5.g	Profit and Loss Account For the last three Years	Yes / No
5.h	Balance sheet for the last three years	Yes / No
5.i	Income Tax clearance Certificates	Yes / No
5.j	Solvency Certificate from a Nationalized Bank	Yes / No
5.k	Power of Attorney of the person signing the tender duly attested by a Notary Public	Yes / No
5.l	Names and addresses of Directors, Partners their Experience and qualification	Yes / No
5.m	Manpower Organization chart and Tools list with deployment plan at Site for satisfactory completion of work under this specification	Yes / No
5.n	EPF regn No. (with a copy of certificate)	
5.o	Service Tax regn No. (with copy of cert')	
5.p	E- payment acceptance as per appendix.	Yes / No
5.q	Rate schedule as per the schedule appended	Yes / No
6	Whether the Bidder is conversant with local labour laws and conditions	Yes / No
7	Whether the Bidder is aware of all safety Rules and codes.	Yes / No
8	Whether the declaration sheet (as per appendix enclosed) filled	Yes / No
9	Whether the erection schedule (as per appendix enclosed) furnished	Yes / No
10	Whether all the pages are read, understood and signed with seal	Yes / No

SIGNATURE OF BIDDER

NOTE : The Bidders are requested to peruse the Tender Specification terms and conditions carefully and furnish the above information also in detail as required.

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

To

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

Sir,

I/We hereby offer to carry out the work detailed in the Tender Specification No. BAP:ERN:RINL-ESP:MH&MPS:C : 287 issued by M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Ranipet in accordance with the terms and conditions thereof:

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

- General terms and conditions of work (ES: F:010)
- Statutory requirement of Contract (ES: F:009)
- Special conditions of Contract for Material Handling and MPS works (Section-III& Section-IV)
- Tender Specification no. BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287
- Special Instructions to Bidder
- General terms and conditions of Reverse Auction.
- Other sections, appendices, annexure, schedules and drawing.

I/We have deposited / forwarded herewith the Earnest Money Deposit in the form prescribed and as stipulated in Clause No.1.4. of the General Conditions of Contract for Works towards the Earnest Money Deposit for a sum of **Rs. 70460 /-** (Rupees Seventy Thousand Four Hundred Sixty only)

vide Pay Order No.....Dt..... 2017 /

Demand Draft No..... dt..... 2017 which shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit such additional sum, within the stipulated time as may be indicated by BHEL, which along with the sum of **Rs.**

(Rupees, _____, only)


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

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

SIGNATURE OF BIDDER:		
Place:		ADDRESS:
Date:		

WITNESSES WITH FULL ADDRESS

	SIGNATURE	NAME	ADDRESS
1			
2			
3			

 Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT Ranipet	STATUTORY REQUIREMENT OF CONTRACT ES : F : 009		
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APPENDIX – II (To be filled by Tenderer and submitted along with Tender document)			
S.No.	PARTICULARS	YES	NO
01	SERVICE TAX		
a.	Service Tax Registration No. of Tenderer (copy to be enclosed)		
b.	Issue of Service Tax Invoice as per Rule 9 of Cenvat Credit rules 2004		
c.	Whether Tenderer is taking Service Tax Credit for their Inputs		
d.	Under which Service Head is Service provided		
e.	If Service Tax is Exempted , furnish reasons		
f.	BHEL Service Tax Registration No. (To indicate in your Invoice) : AACB/4146/PST/008		
02	INCOME TAX		
a.	PAN No. of Tenderer		
b.	If Exempted , furnish exemption Certificate		
c.	PAN No. of BHEL : AAACB/4146/P		
03	WC ST		
a.	CST Registration No.		
b.	VAT Registration No.		
c.	Whether Tenderer is availing VAT Credit		
d.	If Exempted , furnish Reasons		
	NOTE :		
	1. Rates Quoted shall be clearly indicated that they are INCLUSIVE of all Taxes & Duties except service tax. The Contractor has to issue invoice accordingly. Also refer clause 15.0 of Tender specification regarding Taxes & Duties		
	2. Payment will be made only through e-payment to your account. Payment through Cheque / DD payment will not be made by BHEL.		
Tenderer has to submit Banker's Certificate as per format specified in APPENDIX- IV.			
Agreed to the Above Conditions			
Signature of the Tenderer :			

 Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT Ranipet	STATUTORY REQUIREMENT OF CONTRACT ES : F : 009
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APPENDIX - III
ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: _____

DATE: _____

(Manager / Officer's signature Under Bank stamp)
 Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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

Certified by Chartered Accountant on letter head

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

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

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

Rs..... Lakhs

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

Rs..... Lakhs

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


Date:


(Signature)


Name –

Membership Number –

Seal of Chartered Accountant

 Ranipet	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES : F : 009
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CERTIFICATE OF NO DEVIATION (FORMAT - To be typed written in LETTER HEAD and submitted along with offer)		
<p>I / Weof M/s</p> <p>hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am / We are agreeing to all the terms and conditions mentioned in the Tender Specification (No. : BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287).</p>		
Date :	SIGNATURE OF THE BIDDER	

	Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT ES : F : 009
		Page No.: 08 of 09
DECLARATION SHEET		
(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)		
<p>I,</p> <p>hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287 are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications. Further certify that I am duly authorized representative of the under mentioned Bidder and a valid power of Attorney to this effect is also enclosed.</p>		
BIDDER'S NAME AND ADDRESS:		
AUTHORISED REPRESENTATIVE'S SIGNATURE WITH NAME AND ADDRESS		

 Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, Ranipet –632 406 ERECTION SERVICES DEPARTMENT Ranipet	STATUTORY REQUIREMENT OF CONTRACT ES : F : 009		Page No.: 09 of 09	
Sl	Aspects		Rs.	To be filled-up
1	Owner's Capital in the business (In case of Partnership please Mention percentage of shares and Amount)		Rs.	
2	Quantum of business done during Last three financial years.	Year 20 ___ - ___	Rs.	
		Year 20 ___ - ___		
		Year 20 ___ - ___		
		(Year 20___ - ___)		
3	Value of Fixed Assets of the business in last three years	Year 20 ___ - ___	Rs.	
		Year 20 ___ - ___		
		Year 20 ___ - ___		
		(Year 20___ - ___)		
4	Guarantee limits (if any) Enjoyed by the firm		Rs.	
5	Overdraft limits (if any) Enjoyed by the firm		Rs.	
6	Income Tax paid during the last three Years	Year 20 ___ - ___	Rs.	
		Year 20 ___ - ___		
		Year 20 ___ - ___		
		(Year 20___ - ___)		
7	Please state whether audited profit and Loss Account and Balance Sheet for last 3 Years and Solvency Certificate are Enclosed.			Yes / No
Note: All the above documents should be duly certified by auditors/bank as may be applicable.				
Signature of the Bidder				

Tender Document

PART-II (PRICE BID)

TENDER SPEC.: No : BAP:ERN:RINL-VIZAG-ESP:MH&MPS:C : 287

Material Handling work and Man Power Supply, involving receipt, unloading, stacking, issue of materials, for the “Revamping of ESP of 1 No. of Boiler in TPP of VSP” using contractor’s own tools and plants, cranes , consumables, manpower etc and providing of Man Power Supply assistance for BHEL-Site-Office at RINL-Visakhapatnam.

BILL OF QUANTITY				
SI	Description	Unit	Qty	Weightage in %
A01	Material Handling including, Receipt/Taking Delivery/ Unloading, Verification and Stacking of all materials for revamping of ESP at BHEL / Customer's Stores / Storage Yards within the Customer Plant as per specifications from Lorries / Trailors / Trucks Etc.	MT	2154	56.2377
A02	Loading Of Components / Materials, Including BHEL T & P, Into Trucks / Carriers At Erection Site / Storage Yard For Onward Transportation To Destinations Other Than RINL-site.	MT	48	1.0353
B01	Round the clock watch & ward for BHEL Storage Yard/ Site Office	Man Months	51	14.4732
B02	Clerk with knowledge of computer operation along with supply and operation of One No. latest desk top personal computer and one laser jet multifunction device with fax cum scanner cum printer functions for BHEL Site Office. (including licensed OS , Services , Maintenance of the Computer System and Supply and Replacement of Spares & Printer Cartridges as required, Data Card for Internet Connectivity). The computer system etc. shall be the property of the bidder after completion of work.	Man Months	13	5.4601
B03	Office boy for BHEL site office.	Man Months	13	3.8368
B04	Qualified Safety Engineer Responsible For Site Safety Operations , Maintaining Safety Checks , Records Etc.	Man Months	10	5.1082
B05	Erection Engineer (Diploma in Mech) with minimum of Two Years experience in mechanical erection/construction field for guiding the day to day Erection work.	Man Months	10	7.0379
B06	Erection Engineer (Diploma in Electrical) with minimum of Two Years experience in Electrical erection/construction field for guiding the day to day Erection work.	Man Months	10	6.8109
	Total for B01 to B06			
K	Grand Total without Service Tax			
	TOTAL IN WORDS :			
	Rate of Service Tax Applicable			

Note: Vendor to work out his rates in a separate paper and quote only lumpsum price for entire scope of work in column (**K**). Individual item rates for the above schedules will be arrived based on the lump sum price quoted by the bidder as per weightage indicated against each schedule. Applicable/Quoted Service tax amount will be payable extra (3) Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.

SIGNATURE OF BIDDER

Sl. No.3 (Cl. 10.5 New clause)

The Contractor shall abide by the following Environment, Safety and Health policy of VSP.

- a) The Contractor must adhere to all the applicable statutory laws pertaining to safety, health and environment.
- b) The Contractor must ensure that there is no wastage of water at the work site. The Contractor must also ensure that all the water tapping points are leak proof.
- c) All the motor vehicles of the Contractor used for transporting materials/machinery etc. should have pollution control certificates and the same should be submitted at the time of obtaining gate passes. A copy of the same must be exhibited/pasted on the vehicle also.
- d) The Contractor must ensure dust suppression measures in the work areas by sprinkling of water etc. and also ensure that all his workers use dust masks while working in dusty areas.
- e) The Contractor must ensure proper house keeping at site by keeping the work areas free from unwanted material and greases, oil to avoid slips & falls.
- f) The Contractor must ensure that all the debris generated during the work is transported safely to dump yard such that there is no spillage of debris on the road during transportation (by covering with a plastic sheet/tarpaulin).
- g) All the garbage collected from dust bins etc. should be transported in covered vehicles.
- h) All the material which may be recycled/reused should be transported to the designated place for reuse/recycling.
- i) All the cut jungle growth and trees should be disposed at the dumping yard without open air burning.
- j) Heating/melting of bitumen must be done in boilers only. Heating/melting of bitumen in open drums/containers is prohibited.
- k) The Contractor must ensure that there is no spillage of oil or paints on the floors/grounds etc.
- l) All representatives/supervisors/workers of contractors must take safety and environmental induction training and comply with the instructions given there in.

Sl. No.4 (Cl. 10.6 New clause)

In addition to the rights of the Employer to take action as mentioned elsewhere in the contract, the Employer / Engineer / Consultant reserves the right to issue directions regarding safety and such directions shall immediately be implemented by the Contractor. Contravention of any safety regulation of the Employer in vogue shall result in recovery from Contractor as given below:

Category	Safety Violations	Fine
I	<ol style="list-style-type: none">1. Occasional violation of not wearing crash helmet.2. Driver of two wheeler carrying more than one pillion rider3. Wrong Parking of vehicle.	First offence: Rs. 100.00 Second or subsequent offences: Rs.300.00 --do-- --do--
II	<p><u>MINOR VIOLATIONS</u> (Any of the below)</p> <ol style="list-style-type: none">1. Working at height without height pass.2. Unauthorized entry at hazardous location.3. Engaging workers without safety training.4. Proper ladder/steps not provided for working.5. Failure to provide proper Shuttering at excavation works.6. Power connection taken from board without proper board plug.7. Fitness certificated of cranes/hydra/heavy vehicles not available.8. Crane rope conditions not ok.9. Not wearing safety helmet /safety shoe at site.10. Safety goggles/Hand gloves not used.11. Gas cutting without goggle.12. Rolling/lifting of cylinder/dragging on the ground (without cage).13. Welding with non standard holder.14. Welding machine earthing not done (double body earthing).15. Gas Hose pipe clamping done by wires.16. LPG. Cylinder date expiry/over.17. Loading/unloading of cylinder –cushion not given.18. Condition of hose pipe not good.19. Working with leaking cylinder.20. Using non power cable instead of welding cable.21. Working without work permit/shut down.22. Not putting red flags / stoppers.23. Dismantling of structure without authorized	First Violation: Rs.2,500/- Second violations : Rs.10,000/- Third time repeated violation: Rs 20,000/-

	<p>plan.</p> <p>24. Unauthorized Oxygen /nitrogen tapping.</p> <p>25. Not having proper gate passes/other area passes.</p> <p>26. Use of damaged slings/tools/ropes.</p> <p>27. Use of Hand grinders/mixer machines without guard.</p> <p>28. Not reporting of accident.</p> <p>29. Taking shelter behind electrical panel.</p> <p>30. Driving of heavy vehicles on the main road during restricted hour.</p> <p>31. Truck side panel/broken not ok.</p> <p>32. Dropping / Spillage of material on the road.</p> <p>33. No number plate on vehicle.</p> <p>34. No indicator light / brake light on vehicles.</p> <p>35. Driving Dangerously</p> <p>36. Overloading of the vehicles beyond CC weight.</p> <p>37. Racing and trials of speed, Overtaking heavy vehicles</p> <p>38. Moving vehicles in unauthorized restricted routes</p> <p>39. Talking with cell phone while driving</p> <p>40. Truck carrying Powdery material without tarpaulin</p> <p>41. Vehicles without Red flags/Red lights, Side guards & Donnage.</p> <p>42. Stock protruding out of the truck body.</p>	
III	<p><u>MAJOR VIOLATIONS</u> (Any of the below)</p> <p>1. Using bamboo or other non standard material for scaffolding.</p> <p>2. Railing not given at platforms or opening of floor.</p> <p>3. Scaffolding planks not tied properly.</p> <p>4. Throwing / dropping of material from height.</p> <p>5. Proper ladder/approach not given for working at height.</p> <p>6. Walkway / cross over path not provided.</p> <p>7. No barricading of excavated pits.</p> <p>8. No top cover on power distribution board</p> <p>9. Sleeping under truck.</p> <p>10. Absence of Supervisor at height works, confined space jobs and other hazardous jobs.</p> <p>11. Welding screen /Face shield, welder gloves not used</p> <p>12. Driving vehicles without Valid driving license.</p> <p>13. Driving by an Drunken person</p>	<p>Rs. 7,500/- for 1st violation, 2nd and subsequent violations Rs.15000/-</p>

IV	<p><u>HIGH RISK VIOLATIONS</u> (Any of the below)</p> <ol style="list-style-type: none"> 1. Failure to use Full body harness with double lanyard. 2. Life line of Full body harness not anchored. 3. Floor opening left unguarded in the area of work. 4. Working at roof without daily permit. 5. Working in confined space without confined space work permit. 6. Violation of electrical shut down/PTW 7. Violation of HOT work permit system. 	Rs.15,000/-
V	<ol style="list-style-type: none"> 1. Serious injuries and permanent disabilities 2. Fatal Accident Cases 	<p>Rs 1,00,000 or 2.5% of contract value Whichever is less.</p> <p>Rs 2,00,000/- or 10% of contract value whichever is lower.</p>

- 1) The above penalties related to the accidents mentioned at cat-V will be imposed on agency in case the reasons to the accidents are attributable to the agency.
- 2) Independent of the above, the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case any repeated fatal accident after 3rd incident for the reasons attributable to contractor for a period of Two (2) years from the date of occurrence of 3rd incident.

(Note: The penalties mentioned above are in addition to those which are applicable as per the statutory acts & Rules. In case of any imposed penalty by any statutory authority, the same shall be over and above the contractual clauses.)

- 3) The representative of the Employer/Engineer will assess the penalty amount having regard to all the circumstances in particular the nature and gravity of the violation on the advice of Head of the Safety Engineering Department and will issue a show-cause notice specifying there in the proposed penalty. Considering the cause shown by the contractor, if any, the representative of the Employer/Engineer shall pass final orders which shall then be binding on the contractor. The penalty amount shall be recoverable from any bill and / or EMD / SD of the contractor without any further reference to him. Decision of the representative of the Employer/Engineer on any of the above issues is final and binding on the Contractor and/or his Sub-contractors.

Sl. No. 5 (Cl. 29.0)

The following deductions per workman deployed category wise shall be made from the bills/amounts due to the contractor as applicable for the work done and such deducted amounts shall be released as mentioned below:

S.No.	Component	Recovery amount per labour per every WORKING DAY (in Rs.)			To be released when
		UN-SKILLED	SEMI-SKILLED	SKILLED	
01	Notice pay	26.77	30.29	35.52	After the Contractor makes payment to the workmen in the presence of Engineer I/c and CLC representatives. A certificate to this effect is to be enclosed with pre-final bill. (to be paid with pre-final bill)
02	Retrenchment compensation	13.39	15.15	17.76	
03	Leave with wages	16.48	18.64	21.86	
Sub-total		56.64	64.08	75.14	
04	Bonus	26.76	30.28	35.51	After the Contractor makes payment to the workmen in the presence of Engineer I/C and CLC representatives. A certificate to this effect is to be enclosed with RA bill / pre-final bill. (to be paid with RA bill / pre-final bill as and when paid by the Contractor)
Grand total (To be paid to the labourer)		83.40	94.36	110.65	
10% toward profit and overheads		08.34	09.44	11.07	
Total amount for recovery		91.74	103.80	121.72	

Note:

- i) *The above recovery rates are effective from 01/10/2016. In case of any statutory revision in Minimum Wages (including Living allowance) payable to Contract Workmen as notified by the Regional Labour Commissioner (Central), Hyderabad from time to time, the above recovery amounts for workman category-wise will be revised by RINL/VSP, and will be notified accordingly.*
- ii) *Payment against the above components is to be made to the workmen based on the effective wages of **last drawn pay***
- iii) *The actual amount payable to each workman shall not be less than that in Industrial Disputes Act & Central rules and / or Contract Labour (Regulation & Abolition) Act Central Rules and payment of Bonus Act (Whichever is applicable).*

Sl. No.6

ESCALATION

The following clause relating to variation in wages. No other claim on account of any other variation either statutory or otherwise shall be applicable:

PRICE VARIATION DUE TO CHANGE IN LABOUR WAGES FOR INSTALLATION, TESTING & COMMISSIONING OF EQUIPMENT CONTRACT ONLY:

Price variation due to change in Labour Wages shall be applicable as per formula given below:

$$V = \frac{0.60 \times W \times (X - XO)}{XO}$$

Where;

V = Escalation or De-escalation payable or deductible.

W = Gross value of work done on the basis of Contract Rates for the period for which variation is applicable.

X = Average Revised minimum rates of wages (including Living allowance) of the Skilled, Semi-skilled and Un-skilled worker applicable for the area of site of work as per minimum rates of wages as notified by the Department of Labour, Govt. of India for the period under consideration

XO = Average of minimum rates of wages (including Living allowance) of the Skilled, Semi-skilled and Un-skilled workers on the base date (i.e. last date of submission of tender or the revision of price, whichever is later) applicable for the area of site of work as per minimum rates of wages as notified by the Department of Labour, Govt. of India.

CLARIFICATION:

In case of revision of wages (including Living allowance) with effect from any date in a month say June 2004, the work done with effect from the first day of subsequent month (i.e. 1st July 2004) only will qualify for price variation as per the above formula.

Annexure-II

VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM
PROJECTS DIVISION

(TO BE ENCLOSED WITH R.A. BILLS)

Sub: Statutory Obligations of Labour Rules

1. Name of the Contractor :
2. Name of the work :
3. Agreement No. :
4. Job Code No. & Party Code No. :
5. Labour License No. & Validity :
6. No. of workers for which above labour license is obtained :
7. Compliance to the provision of Employees Provident Fund & Misc. Provisions Act, 1952 :
8. Compliance to the provision of Employees' State Insurance (ESI) Act, 1948. :

It is verified that no claims of the Workmen engaged by the contractor for this work has been received till date

Signature of the Engineer

Name:

Designation:

Date:

Certified that we have been complying with the above statutory provision.

Signature of Contractor/ or his authorised Power of Attorney Holder with date

Name:

Address:

VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM
CHECK LIST FOR FINAL BILL

1. Name of the work :
2. Name of the Contractor :
3. Contract-Agreement No. & Date :
4. Contract Value :
5. Value of Extra items :
6. Value of Final Deviation :
7. Final contract value :
8. Whether the final bill is in prescribed format :
9. Whether the total value of work certified exceeds total contract value and if so, whether approval of the Competent Authority exists for the deviation. :
10. Whether there are any extra items of work executed by contractor whether such extra items of work was approved. :
11. Whether the work was completed within the contract/extend period of contract and whether any LD is levied. :
12. Whether there is consumption of materials over and above theoretical consumption plus authorised wastages. If so, whether suitable recoveries are made on quantities used beyond norms. Theoretical consumption statement also be submitted. :
13. Whether there are free issue of materials. If so, whether they have been properly accounted for and the surplus materials have been returned by the contractor or recovery as per the contract has been affected from the contractor. :
14. Whether the empties/containers in case of free issues have been returned. If not so, whether proper recoveries have been made. :

Contd...2

: 2 :

- 15 Whether No Claim Certificate is furnished by the contractor in proper form duly countersigned by the "Engineer". :
- 16 Whether No Demand Certificate of the Engineer" is provided. :
17. Whether materials issued on loan basis have been returned. If not, whether proper recoveries are made at the rates approved by the competent authority. :
18. Whether drawings have been submitted by the Contractor. :
19. Whether As built drawings have been submitted by the Contractor. :
20. Whether the Royalty/Seigniorage fee on materials has been cleared and Proof/No Demand Certificate from the appropriate authority produced by the Contractor. :
21. Whether the site has been cleared by Contractor. :
22. Whether any plant, machinery and equipment has been hired out to the contractor and if so, whether the hire charges have been recovered in full. :
23. Whether water supply charges are recoverable and recovered. :
24. Whether power charges are recoverable and recovered. :
25. Whether all security passes issued have been returned by the contractor. :
26. Whether there is any court attachment/ demands from Govt. departments. If so, whether recoveries have been made. :
27. Whether the contractor has fulfilled Statutory obligations under the contract and CLC clearance from Personnel Dept submitted. :

Signature of Engineer (VSP)
Seal
Date:
Name:
Designation:

Signature of Contractor with
Date:
Name:
Address: