

M/s

<b>COLLECTION OF TENDER</b>	
<b>DOCUMENT UPTO:</b>	<b>02.07.2014 (1.00 PM)</b>
<b>PRE-BID MEETING:</b>	<b>25.06.2014 (11.00 AM)</b>
<b>TENDER SUBMISSION</b>	
<b>DATE UPTO:</b>	<b>02.07.2014 (3.00 PM)</b>
<b>TENDER OPENING DATE</b>	
<b>(PART – I):</b>	<b>02.07.2014 (4.00 PM)</b>

Sub: **HVAC System Duct Cleaning at HRDI,Noida**

Dear Sir,

Most competitive rates are invited from reputed agencies, meeting the pre-qualifying criteria prescribed hereinafter, for HVAC system duct cleaning at HRDI,BHEL Noida. You are requested to submit your sealed quotation so as to reach this office on or before **02.07.2014 (3.00 PM)** in the manner explained below. Quotations received late are likely to be ignored. Part – I of the Tender will be opened in this office on **02.07.2014 (4.00 PM)** in the presence of the representatives of the bidders who may choose to be present.

You are also requested to visit the site before submitting your quotation in order to accurately assess the quantum of services to be rendered and take them into account while quoting for enquiry. No subsequent claim for any reason whatsoever will be entertained by HRDI/BHEL and it will be deemed to have been included in the tender quotation.

Pre-Bid meeting has been scheduled at **11.00 AM on 25.06.2014** in our office to clarify issues, if any with regards to the tender. All bidders are requested to attend this meeting.

**Procedure for submission of sealed tender:**

The bidder must submit their Tender as required in separate covers prominently superscribed as:

**Part-I/ Cover-I** EMD, Offer received without EMD will not be considered.

**Part-I/ Cover-II:** Techno Commercial Bid and

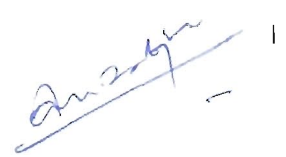
**Part-II/ Cover III:** Price-Bid.

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

**Part-I/ Cover-I: Earnest Money Deposit (EMD):**

Only EMD of Rs. 40,000/- (Rupees forty thousand only ) in the form of Demand Draft/ Banker's Cheque/ Pay order in favour of BHEL payable at New Delhi to be placed in Part – I / cover-I.

**Part-I/ Cover-II: Techno Commercial Bid:**



Please submit all information on Pre-Qualifying Requirements as given in the Pre-Qualifying Requirements in Annexure -I of the Tender document. Copies of documentary evidence as asked for, original copy of tender document duly signed & stamped on each page as token of your acceptance to the tender conditions .The cover to be properly sealed.

**Part-II/ Cover-III: Price-Bid:**

Only price bid in the prescribed Price-Formats as per Annexure II should be enclosed in Part-II/ Cover-III, duly sealed.

These three separate covers (Cover I, II & III) shall together be enclosed in a fourth envelope and this sealed cover shall be superscribed with Tender name, Tender No., Due date & Time and submitted to this office at the following address

**Sr.Manager (HRD & Admn.-Purchase)**  
**Bharat Heavy Electricals Limited**  
**Human Resource Development Institute**  
**HRD & ESI Building, Plot No.25, Sector – 16A,**  
**NOIDA – 201301 (U.P.)**

Your quotation should reach this office latest by **3 PM on 02.07.2014**. Part-I will be opened first at **4 PM on 02.07.2014** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or not in the prescribed formats are liable to be rejected. The Part-I/Cover-I containing EMD will be opened first. Part-I/Cover-II Techno Commercial Bid of only those bidders whose EMD is found in order will be opened later on the same day. Part-II /Cover-III Price-Bid of only those parties whose bids are found technically acceptable will be opened later, for which separate intimation will be sent in due course of time. However, BHEL, may finalize the tender through online reverse auction procedure i.e. online Bidding on Internet as per guidelines/process explained in Annexure-VI.

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

**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 available on BHEL website [www.bhel.com](http://www.bhel.com).**

  
(Amitabh Jha)

Sr..Manager(HRD & Admin-Pur)

**Enclosures:-**

Pre-Qualifying Requirements – Annexure I  
Specifications & Price Format - Annexure II  
Special Condition of Contract – Annexure III

TENDER ENQUIRY No.: MG/AB/PUR/009

Date: 09/06/2014

General Instructions to Tenderers - Annexure IV  
General Terms & Conditions - Annexure V  
Reverse Auction guidelines - Annexure VI  
No deviation certificate - Annexure VII

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**Annexure-I**

QUALIFYING REQUIREMENTS

1. The bidder should be in the business of Cleaning the inside surface of the duct and Air Balancing and carried out by NEBB (National Equilibrium Balancing Bureau) certified companies or NADCA ( National Air Duct Cleaners Association, USA) certified Companies.

Documentary evidence in support of above along with certificate of discharge of satisfactory service from the respective customer/owner to be submitted.

2 (a) Bidder should be financially sound having an average annual financial turnover of atleast Rs 3.6 lacs during the last three financial years ending 31st March, 2013 and to this effect respective audited Profit and Loss a/c and balance sheet to be enclosed . He should have earned profit during the past two (2) years.

(b) During the past seven (7) years, Bidder should have successfully completed similar works against contract value of any of the following:-

- Three (3) contracts of value not less than Rs 4.8 lacs
- Two (2) contracts of value not less than Rs 6.0 lacs
- One (1) contract of value not less than Rs 9.6 lacs

(Year to be counted w.r.t end date as 31.12.2013 ). Bidder to enclose documentary evidences).

3. Bidder should furnish copy of  
a) Income tax return for the last 2 years  
b) PAN Card.  
c) Service Tax registration certificate

4. Bidder should have PF and ESI registration numbers and documentary evidence to this effect to the furnished.

5. Bidder to give an undertaking that the prices being quoted by him are competitive and reasonable considering the prevalent and anticipated market conditions and shall meet the requirement of the contract quantitatively and qualitatively to the satisfaction of BHEL during the currency of the contract as per terms and conditions of the contract.

6. Bidder to give undertaking that BHEL may visit their offices as well as any or all of their customer complexes to ascertain information about them as deemed fit by BHEL in respect of information provided by bidder and/or together about their performance, attitude, quality of service etc and that BHEL reserves the right to reject his bid without assigning any reason thereof in case BHEL finds the information not in line with what has been provided or/ and BHEL feels unsatisfied with the feedback.

7. Bidder should give an undertaking that they are not blacklisted by any organization on any ground.

  
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NOTE: Documentary evidence in support of all the above said stated requirements are to be provided along with the Techno Commercial Offer (Cover-II).

Owner reserves the right to ask the bidder/contractor to provide for scrutiny any or all of the original documents referred above at any time during bid evaluation and/or currency of contract, which bidder/contractor has to be comply. Failure to do so or furnishing of incorrect information will invite action as specified in the tender documents.

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## Specifications &amp; Price Format

## Annexure-II

S.No	Description	Qty	Unit	Rate (Rs.)	Amount in Rs.
1	Cleaning of inside surface of supply ducts of HVAC system by (NADCA/NEBB certified duct cleaning agency) using high power vacuum, air compressor, robotic camera, air hammer, special nozzles, air sweep, with other required accessories, and giving/showing inspection of dust before and after cleaning of duct using colour video inspection	80000	Sq. feet of air conditioned space		
2	Air Balancing work to improve comfort air conditioning by a NEBB (National Equilibrium Balancing Bureau)/NADCA certified firm.(One per AHU)	15	Nos.		
3	<b>Total amount excluding service tax:</b>				
4	Amount of Service Tax payable:				
5	<b>Total Final Amount</b>				

Note:1) Evaluation will be done on lowest Total Final Amount (SI No.5)

2) Service Tax amount billed in their Invoice/ paid by them will be released later against submission of proof by them in this regard.



**Annexure-III****SPECIAL CONDITONS OF THE CONTRACT**

1. The tenderer is advised to visit the actual site and fully acquaint themselves with site conditions, quantum of work, etc. before quoting their rates for this work, BHEL shall not be responsible in any way for non-familiarization of site conditions. Once the tenderer has quoted the work, it is implied that he has ascertained various site conditions and no claim , whatsoever , will be entertained by BHEL on any such account
2. Bidder to **submit "No Deviation" certificate.**
3. All the equipment / tools etc. brought by the bidder during execution of the contract shall be entered in the main gate Security Cell "returnable register " for taking back the same after installation works /expiry of the contract.
4. In case of delay or unsatisfactory of work, the duration for rectification will be mutually agreed upon & fixed and in case it exceeds the same, penalty will be invoked @ Rs.300. 00 per day.
5. If the services of the service provider is not satisfactory BHEL reserves the right to terminate the contract and forfeit the Security Deposit with one week notice period.
6. **Payment Terms:** On receipt of invoice, cheque payment will be made within 30 days after duly certified by BHEL representative for satisfactory services rendered by the party.
7. The number of personnel to be indicated and the average progress in the terms of per sq.mt. of area which will be covered during this period. The work is required to be completed within 60 days from LOI.
8. The working hours of personnel deployed by bidder shall be same as followed by BHEL. However, on certain occasions if felt necessary that work is to be carried out beyond normal working hours or on holidays the bidder is to be arrange resources without any additional compensation.
9. Workers engaged should not create any disturbance in the working of Institute and maintain discipline. No child labour will be deployed.
10. All taxes, duties, and levies are to be borne by the bidder within their quoted rate.
11. Water & Electricity shall be provided by BHEL at source free of cost.
12. Site should be cleared after execution of work. Any material, tools and plant brought inside for working should be entered at security gate so that it can be taken out without any difficulty.
13. Those parties which will be technically acceptable will be considered for price bid opening/Reverse Auction and intimation will be sent to such parties in advance.
14. Wherever scaffolding is required the same to be arranged by vendor.
15. **EVALUATION CRITERIA:** Work will be awarded to overall L1 party



**Annexure-IV**

**GENERAL INSTRUCTIONS TO TENDERERS.**

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super scribing the name of work as a given in the tender notice.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings of the tender documents issued are incomplete or shall require clarification on any of the technical aspect. Scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
7. Tenderer 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, STAMPED AND SUBMITTED Along with THE OFFER BY the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
8. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric

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system of units shall be used.

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

**10. QUALIFICATION OF TENDERERS :**

Only Tenderers who have previous experience in the work of this nature and description detailed in this tender specification and meet all qualifying requirements are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered

**11. DATA TO BE ENCLOSED :**

Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.

**11.1 PREVIOUS EXPERIENCE :**

A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc.

The organization pattern that are available with him and that will be employed by the tenderer for this or in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc.

- 11.2 An attested copy of the power of Attorney, in case the tender is signed by an individual other than the sole Proprietor shall also be attached.

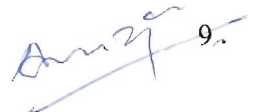
- 11.3 A list of tools and tackles that the tenderer is having and those that will be deployed on this job.

NOTE : In terms of clauses above all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped.(in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

**12. EARNEST MONEY DEPOSIT:**

Every tender must be accompanied by the prescribed amount of Rs. 40,000/- Earnest Money Deposit in any one of the following forms. (All securities are to be discharged and pledged in favour of BHEL, payable at New Delhi)

NOTE: Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted

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- 12.1 Fixed Deposit Receipt (for at least six months), Call Deposit Receipt, Pay Order, Demand Draft from State Bank of India/Nationalized Banks duly pledged in favour of Bharat Heavy Electricals Limited, New Delhi
- 12.2 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 12.3 The earnest money deposit of the successful tenderer shall be refunded / adjusted against security deposit, as the case may be.
- 12.4 In case of unsuccessful tenderers, the Earnest money will be refunded to them after finalization of the tender without interest.
- 12.5 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful tenderer
- a. After opening of Tender, revokes/ withdraws his tender within the validity period revises/ alters his earlier quoted rates/ conditions.
- b. Fails to communicate unqualified acceptance of Letter of Intent.
- c. Fails to submit 50% of the total Security Deposit before start of work.
- d. Fails to start the work as may be indicated in the Letter of Intent.

**13. AUTHORISATION AND ATTESTATION:**

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

**14. VALIDITY OF OFFER:**

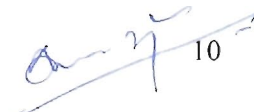
THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF THREE MONTHS FROM THE DATE OF OPENING OF TENDERS. In case Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

**15. EXECUTION OF CONTRACT:**

The successful tenderers responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form of 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 and making required number of copies and compilation of contract documents duly bound/ titled and stamping/registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor.

**16. SECURITY DEPOSIT**

Upon acceptance of tender, the successful tender must deposit the required amount of security

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deposit within the time specified in the Letter of Intent/Work Order for satisfactory completion of work.

16.1 The total amount of Security Deposit shall be as follows :

- a. In case of work costing up to Ten lacs : 10% of the contract value
- b. Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakhs +7.5% of the amount exceeding Rs. 10 lakhs.
- c. Above Rs. 50 lakhs: Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

16.2 The Security Deposit will be deposited within 7 days from the date of receipt of Letter of Intent /work order or as instructed by BHEL but will be deposited before start of work in any one of the following forms.

- a. Cash (as permissible under Income Tax Act)
- b. Pay Order, Demand Draft in favour of BHEL.
- c. Local cheques of scheduled banks, subject to realization.
- d. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.)
- e. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies Act. The Bank Guarantee format should have the approval of BHEL.
- f. 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, A/C BHEL, duly discharged on the back.
- g. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

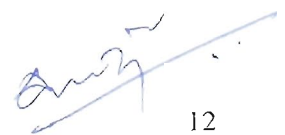
(Note: In case of small value contracts not exceeding Rs. 10 lakhs all SAS jobs,work can be started before security deposit is collected. However, payment can be released only after collection/recovery of initial 50% security deposit.)

- h. EMD of successful tenderer can be converted and adjusted against the security deposit.
- i. The security deposit shall not carry any interest.

(Note : Acceptance of security deposit against SI No. (d) & (f) 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.)



- 16.3 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.
- 16.4 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 16.5 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, 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.
- 16.6 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations 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.
- 16.7 **RETURN OF SECURITY DEPOSIT :**
- If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/ released prior to passing of final bill and completion of guarantee period of 6 months.
- 17 The interest shall not be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys use to the contractor.
- 18 **REJECTION OF TENDER AND OTHER CONDITIONS :**
- 18.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- To reject any or all of the tenders.
  - To award the work in part.
  - In either of the contingencies stated above to modify the time for completion suitably.
- 18.2 Conditional and unwitnessed tenders, tenders



Containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc. is liable to be rejected.

- 18.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 18.4 BHEL will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 18.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ any other moneys due.
- 18.6 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 18.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders/Directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to 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.
- 18.8 The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 18.9 NO DEVIATIONS TO THE TENDER CONDITION WILL NORMALLY BE ACCEPTED. HOWEVER, IF THE TENDERER INSISTS FOR CERTAIN DEVIATIONS TO THE CONDITIONS, FINANCIAL IMPLICATION THERE OF SHALL BE LOADED TO THE QUOTED PRICE FOR EVALUATING THE TENDERER'S OFFER.



## Annexure V

## General Terms &amp; Conditions

## 1. RIGHTS OF BHEL

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

- 1.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract poor quality of work, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, nonfulfilment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues
- 1.2 To withdraw any portion of work and/ or to restrict/altquantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
  - a. Contractor's continued poor progress.
  - b. Withdrawal from or abandonment of the work before completion of the work.
  - c. Corrupt act of the contractor.
  - d. Insolvency of the contractor.
  - e. Persistent disregard of the instructions of BHEL.
  - f. Assignment, transfer, subletting of the contract work without BHEL's written permission.
  - g. Non- fulfillment of any contractual obligations.
- 1.3 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 1.4 To claim compensation for losses sustained including BHEL's supervision charges and overheads, in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of the contract value.



- 1.5 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- 1.6 To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 1.7 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished their in are indicative and approximate and the rates quoted shall not be subject to revision.
- 1.8 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 1.9 While every endeavor will be made by BHEL to this end, BHEL can not guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.
- 1.10 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

## **2. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

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

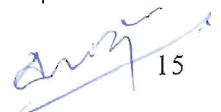
- 2.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

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

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

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

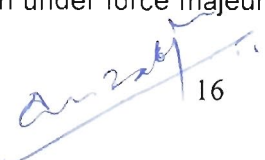
The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license

  
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under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities. Documentary evidence of the same shall be produced to BHEL

The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him. The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

- 2.3 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. if any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them. The contractor shall ensure that utmost safety precaution is taken care of while executing the work, so that no harm is done to the workers
- 2.4 The contractor shall fully indemnify and keep indemnified BHEL / its customer against all claims of whatever nature arising during the course of execution of this contract.
- 2.5 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 2.6 Any delay in completion of works or non - achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resource or by working extra hours or more than one shift at no extra cost to BHEL.
- 2.7 The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 2.8 The contractor will be directly responsible for payment of wages to his workmen. A pay - roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for. In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.9 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 2.10 No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 2.11 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.
- 2.12 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majored conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure

  
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conditions, shall be treated as breach of work of contract and dealt with accordingly.

- 2.13 The contractor shall keep the area of work clean and shall remove the debris etc. While executing day - to - day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor. The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and / or as per the instructions of the Engineer.
- 2.14 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

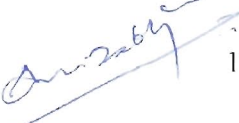
### 3. CONSEQUENCES OF CANCELLATION

- 3.1 Whenever BHEL exercise its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

### 4. INSURANCE

- 4.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per workmen's compensation Act. The work will be shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of

  
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BHEL / its client in the Project Area which are in force from time to time will followed by the contractor.

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

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

## **5 STRIKES AND LOCKOUT**

5.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.

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

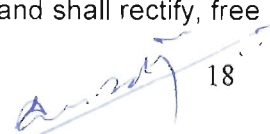
## **6 FORCE MAJEURE**

6.1 The following shall amount to force majored conditions. Act of any Government, War, Sabotage, Riots, Civil Commotion. Police Action. Revolution. Flood, Fire, Cyclone, Earthquake and Epidemic and other similar cause over which the contractor has no control.

6.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, s defined above, the agreed time for completion of the work covered by this contract 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 for the delay but the contractor shall not be eligible for any compensation on this account.

## **7 GURANTEE**

Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of six months from the date of completion of work as certified by the Engineer, and shall rectify, free of

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cost to BHEL, all defects arising out of faulty material and workmanship during the guarantee period starting from the date of 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 out of any moneys payable to the contractor or by other legal means.

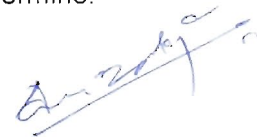
## 8 ARBITRATION

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.

Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the contract is issued or such other place as the Arbitrator at his discretion may determine.



**Annexure-VI****Reverse Auction Guidelines :**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. 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.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.



7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. 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.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



Annexure-VII

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever.

Signature of the bidder  
With company Seal

Name:  
Company's Name:  
Address:

Date:

