

 <b>Ranipet</b>	<p style="text-align: center;"><b>Bharat Heavy Electricals Limited</b>  <b>Boiler Auxiliaries Plant, Ranipet –632 406</b>  <b>ERCTION SERVICES DEPARTMENT</b></p>	<p style="text-align: center;"><b>TENDER DOCUMENTS</b>  Page 1 of 15</p> <p style="text-align: center;"><b>BAP/ERN /Nasik/ESP/INSUL/C-329</b></p>
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Tender Notice No	<b>BAP/ERN /Nasik/ESP/INSUL/C-329 Dt:07-Dec-2019</b>
Name of work	Replacement of existing insulation wool with cladding in entire ESP with new materials in ESP of Unit no. 4 at Nasik TPS from M/s Maharashtra State Power Gen. Co. Limited, Nasik (MAHAGENCO)
Type of tender	Open tender
Nature of Bids	Two-Part Bidding
Period of contract (ref Cl.29 in Page 04 of 06 of NIT)	The period of contract is 3 months from the date of commencement of work.
Earnest Money Deposit (EMD) Amount (ref Cl.2 in Page 4 of 6 of NIT)	<b>Rs.98,900/-</b> (Rupees ninety eight thousand nine hundred only)
Last date & Time for Receipt of the Tender	<b>20 Dec-2019 at 14.30 Hrs.</b>
Date of Technical bid Opening	<b>20 Dec-2019 at 14.30 Hrs.</b>
<p><b>(Please obtain updated information from the BHEL website about the latest applicable dates &amp; other changes if any in the tender contents)</b></p>	
Date of Price Bid Opening (Ref. Cl. 35 in Page 5 of 6 of NIT)	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:	<b>SDGM / Erection Services Department BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT TAMIL NADU– 632 406.</b>
Venue of the Tender Opening	Office of SDGM/ES Dept/BHEL/BAP/Ranipet
<p><b>Note:</b> All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (<a href="http://www.bhel.com">www.bhel.com</a> &gt; <b>Tender notifications</b> &gt; <b>view corrigendum</b>) and CPP Portal only and not in the newspapers. <b>Bidders shall keep themselves updated with all such developments.</b></p>	



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### **SPECIAL INSTRUCTIONS TO BIDDERS**

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 Labor Commissioner, Electricity Board, etc., should be obtained by the bidder at his own cost and risk.
12. The bidder should mobilize maximum labor 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 SR.DEPUTY GENERAL MANAGER,  
ERCTION SERVICES DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED,  
BOILER AUXILIARIES PLANT,  
RANIPET – 632 406.**

Phone No.:04172 - 241171 / 284973 / 284295  
Fax : 04172 – 242011, E-mail : [plramana@bhel.in](mailto:plramana@bhel.in)



## **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.

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TENDER SPEC.: No : BAP/ERN /Nasik /ESP/INSULA/C-329 DT:7-Dec-2019

1. **NAME OF THE WORK** : Mechanical Scope of works of ESPs involving receipt of materials from BHEL stores, dismantling of existing ESP, Refurbishment of ESP (TYPE: BHEL 2FAA-(36)-4X36-95-90-2) of Unit no. 4, including Supply and installation of spares at Nasik TPS from M/s Maharashtra State Power Gen. Co. Limited, Nasik (MAHAGENCO)
2. **EARNEST MONEY DEPOSIT:** **Rs.98,900**/(Rupees ninety eight thousand nine hundred only)
  - 2.1 **Earnest Money Deposit (EMD)** : Every tender must be accompanied by the prescribed amount of earnest money deposit.
3. **Tender Document Charges (Non-refundable)**
  - 3.1. If the bidder downloads the tender documents from the website, then Rs.1180/- shall be paid by the bidder.
  - 3.2. If the bidder requested for tender documents through post then Rs.1770/- shall be paid by the bidder.
4. **Mode of payment** of Earnest money deposit (EMD) & Tender Document charges
  - a) **Electronic Fund Transfer** credited in BHEL account No.10664849171 SBI- Mukundarayapuram, IFSC Code: SBIN0007013 (before Technical-Bid of tender opening)
  - b) Along with the tender in the form of pay order or **DEMAND DRAFT** drawn in favor of M/s BHARAT HEAVY ELECTRICALS LIMITED **payable at RANIPET**.
  - c) **Cash deposit** as permissible under the extant Income Tax Act (before tender opening)
5. EMD in the form of bank guarantee / fixed deposit receipt or in any other form **will not be accepted**.
  - 5.1. One Time EMD remitted at any other BHEL Unit / Power Sector **will not** be considered.
  - 5.2. **An offer / bid that is not accompanied by the requisite EMD amount is liable to be summarily rejected.**
  - 5.3. **MSME/NSIC registered parties are also required to submit the EMD for the full value and no exemption is applicable.**

### **6. TENDER SCHEDULE :**

a.	SALE OF TENDER SPECIFICATION DOCUMENTS	<b>13-Dec-2019 to 20-Dec-2019</b>
b.	PRE- BID MEETING	<b>Not applicable</b>
c.	DUE DATE AND TIME FOR SUBMISSION OF OFFER	<b>20-Dec-2019 at 14.30 Hrs.</b>
d.	DATE & TIME OF OPENING OF TECHNICAL BID	<b>20-Dec-2019 at 14.30 Hrs.</b>

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

7. **PRE BID MEETING :** Not Applicable



8. **OPENING OF TENDER:** Technical bids will be opened on the mentioned date at the office of the Sr.Dy. GENERAL MANAGER, ERECTION SERVICES DEPARTMENT, BAP., BHEL, Ranipet.
- 8.1. In case the opening of the tender is, a non-working day then the opening will be take place on the next working day.
9. Tender specification documents with complete details are hosted in web page ([www.bhel.com](http://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.
10. 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.
11. BHEL will not take any responsibility for delay/loss of documents or correspondence sent by courier/post.
12. Acceptance of any bid shall be subject to the approval by BHEL's Customer.
13. BHEL reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.
14. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in (a) the web page ([http://www.bhel.com/tender/tender\\_home.php](http://www.bhel.com/tender/tender_home.php)- 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.
15. 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.
16. BHEL will operate CPSE purchase preference policy as applicable.
17. **QUALIFYING REQUIREMENTS (QR):** The Bidder must satisfy the following Qualification Criteria for participating in the Tender.
  - 17.1. The average financial turnover of the company during the last 3 years, ending 31st of Mar-2019, should be at least of Rs. 14.83 Lakhs and the bidder should submit audited balance sheet and profit & loss account for the last three financial years (FY) ending on 31/03/2019 duly certified by chartered accountant /auditor
  - 17.2. "Experience of having successfully completed **either of the following similar works** during last 7 years ending 30<sup>th</sup> of Nov 2019."
    - a) One similar completed works costing not less than the amount equal to Rs: 39.56 Lakhs. (OR)
    - b) Two similar completed works costing not less than the amount equal to Rs 24.72 Lakhs (OR)
    - c) Three similar completed works costing not less than the amount equal to Rs:19.78 Lakhs

**Definition of Similar work: Execution of any erection works involving insulation works for ESPs/Boilers/APHs in any power plants, process industries.**

A bidder must satisfy all the qualifying requirements enumerated as in 17.1 and, 17.2 above concurrently in order to qualify to participate in this tender.

17.3 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.



**17.4 Supporting documents for QR:**

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

- (i) Certified Photocopies of **Work orders** of similar works issued by the Customer containing details of bill of quantities/schedule of rates and certificates for proof of satisfactory completion of work.
- (ii) Certified Photocopies of **Completion** certificate of similar works showing the details such as (a) Work order reference No and date, (b) Brief details of job done, (c) Name of the project, (d) Name of the customer, (e) Executed value, (f) Date of start of work and date of completion. Etc..
- (iii) Certified Photocopies of **Performance certificate** from at least one customer for any one category of similar works.
- (iv) Certified Photocopies of **Audited profit and loss account** accompanied by relevant schedules for turnover figures.

**18.** The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

**19.** The bidder may have to produce original document for verification if so decided by BHEL.

**20. 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.

**21.** 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.

**22.** 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.

**23.** Offers received with any deviation or without relevant information are liable to be rejected.

**24.** **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.

**24.1. TAXES AND DUTIES:** The tenderer shall not include **GST** in their quoted rates. The **GST** rates and its working shall be indicated separately in the price bid. The successful tenderer shall register themselves with the GST authority in the state of Maharashtra.

**24.2. Procedure for reimbursement of GST (PI refer to the Annexure of T&C of GST):** The GST shall be reimbursed against documentary evidence. The current rate of GST is @ 18% of taxable service rendered.

**25. PAYMENT TERMS:** All payments for the works completed shall be paid based on bills raised by the contractor 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 through e-payment** (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges as per BHEL terms of payment indicated below.



25.1. **Rate schedules:**

- 95% of the contract rate on pro-rata basis shall be paid on completion of each activity/work, erection, alignment and welding work.
- The balance 5% of the contract value shall be paid after the guarantee period of 12 months. The guarantee period shall commence from the date of handing over of ESP to customer or six months after the date of successful completion of Air load test of ESP, whichever is earlier, provided all erection, testing and commissioning works are completed in all respects. However, this 5% amount can be released against bank guarantee valid for 12 months as afore said in the prescribed proforma of BHEL.

26. Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected.

27. **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.

28. **SECURITY DEPOSIT (SD):** The successful tenderer 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).

29. **PERIOD OF CONTRACT / DURATION OF WORK:** The Total contract period is 3 months from the date of commencement of work or one week from the date of issues of LOA which ever is earlier. The successful bidder has to mobilize all resources to site and commence the work with in one week from the date of LOI.

30. **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.

30.1. Any delay in completion of the work beyond the said date of completion period for the reasons attributable to the contractor, will attract LD at the rate of ½ % per day of delay, subject to a maximum of 10% contract value.

31. **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.

32. 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.

33. **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. However, the final technical qualification of the bidder is subjected to approval of our client M/s NTPS, MAHAGENCO, Nasik.



34. **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.
35. **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 reverse Auction (RA) as applicable.
36. 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 "[http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)".
37. **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.
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
39. 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.
40. 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.
41. **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:
  - 41.1. Two bids by the same party.
  - 41.2. 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."
42. **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.

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43. **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](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf))
44. MSE suppliers can avail the intended benefits (TO BE READ WITH CLAUSE 5.3 ABOVE) only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or valid Udyog Aadhar Memorandum & Acknowledgment or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.
45. Dropped
46. **SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from
47. Offer submitted in response to this NIT confirms your unqualified, unconditional acceptance of all Terms & Conditions of this NIT and its annexures (Any conditional / incomplete /unsigned bid shall be regarded as non-responsive and would be liable to be rejected.).
48. BHEL reserves the right to assess Bidder's Capacity and Capability
49. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
50. Cost of bid preparation along with supporting documents as called for and submission of the same is to bidders account
51. In case if the contractors working in the same project site, while quoting for this tender shall provide separate set of Tools & Tackles, Man Power etc and shall not mix with the facilities already available in the other contracts

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## PROCEDURE FOR SUBMISSION OF BIDS

### 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..
- i. **PART-I (TECHNICAL BID) COVER-I** : Excepting rate schedule, all other documents , data sheets and details called for in the specification shall be enclosed in PART-I “TECHNICAL BID”.
- ii. **PART-II (PRICE BID) COVER-II** : All indications of price shall be given in this PART-II “PRICE BID” only.
- b. 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 super scribed and submitted to Sr. DGM/ERCTION SERVICES at the address given in “special instructions to tenderers” on or before the due date.

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

### 2. PROCEDURE FOR SUBMISSION OF TENDERS THROUGH E-MAIL

- i) **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@bhel.in](mailto:plramana@bhel.in) or [vsraja@bhel.in](mailto:vsraja@bhel.in).
- ii) **PART-II (PRICE BID):** The signed copy of duly filled price-bid copy may be scanned in PDF format and (a password protection may be incorporated for opening of the file) shall be submitted through email to [plramana@bhel.in](mailto:plramana@bhel.in) or [vsraja@bhel.in](mailto:vsraja@bhel.in).

The Password for opening of this price bid document shall be send to us only at the time of Price-bid opening.

**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**

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### PROJECT INFORMATION

1 Purchaser and Owner : MSPGCL/ Mahagenco

2 Location : Nashik Thermal Power Plant is located at [Eklahare](#) village near [Nashik](#) in [Maharashtra](#).  
The power plant is one of the [coal](#) based power plants of [Maharashtra State Power Generation Company \(Mahagenco\)](#)

14 KM from NASIK Metro Station.

**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**

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**TENDER SPECIFICATION NO. BAP/ERN /Nasik /ESP/INSUL/C-329**

**1.0 TECHNICAL SPECIFICATION::**

- 1.1 Making scaffolding arrangement,dismantling / removal of existing ESP INSULATION materials consisting of wool, GI cladding sheet etc; and transporting the scrap materials to customer's storage yard as per instructions of BHEL Engineer at site.
- 1.2 Receipt of new insulation materials consisting of LRB wool matress, 6 mm rod, retainers, casing supports, 0.63 mm GI cladding sheet etc from customer stores, transporting to ESP unit #4 area, Any dismantling and re-erection of existing material/s that is required to complete the specified work as per BOQ shall form part of the work and be carried out at no extra cost to BHEL.
- 1.3 The distance of BHEL / Customer stores / storage yard within the plant to site of erection is in a radius of about 2 km.
- 1.4 All the Insulation materials like new LRB wool, 0.63mm GI sheet, 6.0mm rods, retainers,sassing supports, self tapping screws etc will be supplied by BHEL / Client on free issue basis.
- 1.5 Fabrication and erection of temporary structures, platforms, supports etc. for dismantling and erection of insulation materials forms part of the work. The temporary structures etc. erected shall be removed after completion of work at no extra cost.
- 1.6 Adequate quantity of scaffolding materials, manila ropes, pulleys, man-power, GI sheet fabrication/cutting tools etc; shall be arranged by the contractor at his cost.
- 1.7 The scope of work also includes shifting and proper storage of dismantled materials at customers store yard.
- 1.8 As this is an R&M work, the works covered under the scope have to be executed in an operating power station. Contractor shall take all necessary precautions to protect the entire existing equipment, structures, facilities and buildings etc. from damage. Contractor shall take all necessary safety measures to avoid any harm, injury to his workers/staff from the equipment / facilities of the power station.

- 2.0 **Strict compliance of safety rules as per industrial laws and the compliance of rules for issue of Gate Passes will be upheld**
- 3.0 **In order to complete the work in time, it is desired that contractor shall provide adequate quantity of Skilled workers, Supervisors and engineers and list of the same shall be submitted to the concerned BHEL-site in-charge before start of work. It is the responsibility of the contractor to obtain valid gate passes for his men and material from concerned authority in time.**
- 4.0 **ROUND THE CLOCK WORK:** The work is to be carried out during shutdown of the running plant and the relevant works have to be completed within the planned shutdown. This will call for working with enhanced resources and round the clock. The tenderer shall consider all such contingencies in their offer.
- 5.0 **TERMINAL POINTS:** The terminal points decided by BHEL shall be final and binding on the contractor for deciding the scope of work and effecting payment for the work done. The LT construction power will be made available at single point for each ESP. Further extension will have to be carried out by the contractor as per requirement at their cost. The electricity shall be provided free of cost for Erection activities. The Electricity
- 6.0 **TERMINAL POINTS:** The terminal points decided by BHEL shall be final and binding on the contractor for deciding the scope of work and effecting payment for the work done. The LT construction power will be made available at single point for each ESP. Further extension will have to be carried out by the contractor as per requirement at their cost. The electricity shall be provided free of cost for Erection activities. The Electricity provided to staff/labour colony if any will be recovered as per tariff of distribution Power Company.



**7.0 SITE LOCATION :** Please ref. sheet titled Project information

**8.0 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 are to be arranged by the tenderer only. Higher capacity crane/s required for completion of revamping work within the stipulated time shall be arranged by the contractor at no extra cost to BHEL. The tenderer should quote the rates considering all the eventualities that may arise during such works.

**9.0 CONSTRUCTION POWER & WATER:** Required LT construction power and water at the site shall be provided by BHEL on FREE OF CHARGE at one point only. 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 arranged by the tenderer at his cost..

**10.0 HEALTH, ENVIRONMENT AND SAFETY:** The tenderer shall visit the site of work before quoting for this work and take note of the site conditions, possible interferences for erection work as well as for the movement of cranes and also for hook up / testing of the equipment. The tenderer shall also acquire knowledge of prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of M/s NTPS, MAHAGENCO 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 before submission of offer. No payment shall be made extra for not having adequate knowledge about the site conditions or for any extra work on the account of existing site constraints.

**10.1** All the working personnel should obtain proper safety certificates issued by BHEL–NTPS, MAHAGENCO before start of work.

**10.0 Compensation** ::BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which in attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b). Accident Any death or permanent disablement resulting solely and directly from any unintended and unforeseen injuries occurrence caused during project execution, erection and commissioning ,services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting, trail operation, performance guarantee testing undertaken by the company or during any works at project sites
- c). Compensation in respect of each of the victims:
  - i. In the event of death or permanent disability resulting from loss of both limbs Rs.10,00,000.00 /- (Rupees Ten Lakhs only).
  - ii. In the event of other permanent disability Rs.7, 00,000.00 /- (Rupees Seven Lakhs Only).
- d). Permanent Disablement that is classified as permanent total disablement under section 2(1) of the Employees' Compensation Act, 1923

**11.0 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.

11.1 The contractor shall comply with all State/Central Laws, Statutory Rules, Regulations etc. inclusive of those regarding Labor and Industrial Laws which are applicable from time to time and shall comply with the provision of the same Labor Legislation, Rules and Regulations framed under the provision of Contract labor (Regulations & Abolition)Act-1970, Industrial Dispute Act-1947, Employees' Provident Fund and Miscellaneous Provision Act-1952, ESI registration, Labor License, Employee's compensation act, Labor Insurance, Electricity etc.. act & rule, factory act, Minimum wages act/rules, implementation of EPF scheme etc..charges towards the same shall be borne by the contractor.

11.2 Safety and security of equipment & personnel after handing over of material for erection shall be responsibility of the contractor. Contractor shall take necessary insurance cover at their own cost.

11.3 As per factory rules, the following registers should be maintained by the contractor and on demand the same may be submitted to the BHEL-site-in charge

11.3.a Muster Roll Register  
11.3.b Register of Wages  
11.3.c Register of deduction of EPF  
11.3.d Register of OT  
11.3.e Register of Fine  
11.3.f Register of employment card and safety appliances



11.4 The tenderer shall specify the **Provident Fund Code / ESI Number** allotted to their firm by the Provident Fund authorities for engagement of labour for this tendered **work or otherwise shall obtain PF Code/ESI No. from respective Authorities** before finalization of the tender.

12 **SITE MANAGEMENT** : The tenderer 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.

13 **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.

14 **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 required for the completion of the revamping work.

14.1 **The tenderer has to furnish information called for in the formats attached with this booklet.** The details pertaining to the Bank Accounts where proceeds will be transferred through BHEL's Banker is to be furnished.

14.2 Copies of EPF remittance challans, ESI / Insurance remittances, Wage register, attendance register etc of the workers pertaining to the site of work and period applicable shall be attached to every bill submitted, failing which bills will not be processed. Copies of half yearly and annual EPF returns for the workers have also to be submitted, if required.

15 BHEL is endeavoring to pre-pone the commissioning of ESP system to meet the Customer requirement. The Contractor has to mobilize all resources to meet BHEL / Customer schedule.

16 The Tenderer has to submit a bar chart, indicating various activities for revamping of the ESP, to complete the entire work within the shutdown period (daily schedule). However, the contractor shall have to start the revamping work as per instructions of BHEL Engineer at site.

17 **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.

18 **G.A Drawing** : Not applicable

19 **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 at no extra cost to BHEL.

20 **EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS**: Refer Section-VII of the special conditions of contract.

21 **OVER-RUN COMPENSATION (ORC)**: Not Applicable.

22 Liability for Accidents and damage: The contractor shall indemnify BHEL, against any claims which may be made under the Workmen" Compensation Act, 1923, or any statutory modification or otherwise for or in respect of any damages or compensations payable in consequence of any accident or injury sustained by the workmen or other persons whether in the employment of the contractor or not.

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

- Statutory requirement of contract (ES:F:009)
- General terms and conditions of work (ES:F:010)
- Special Conditions of Contract for ESP works (BAP:ERN:SPN:MECH:ESP:02)  
Section-I to VIII



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**TENDER DOCUMENTS**  
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**BAP/ERN /Nasik/ESP/INSUL/C-329**

**TENDER DOCUMENT**

(Tender Specn.: BAP/ERN /Nasik /ESP/INSUL/C-329)

**UN-Priced-PRICE-BID**

**SCHEDULE OF RATES & QUANTITIES**

**Name of the work:** Replacement of existing Insulation wool, cladding sheet with new LRB wool and 0.63 mm GI sheet for entire ESP of Unit # 4 of at Nashik thermal power plant, Mahagenco, Nashik.

S.No.	DESCRIPTION OF ITEM	QTY	UOM	Weightage in %.
A01	Making of scaffolding arrangement, removal of existing <b>INSULATION</b> materials consisting of wool, GI cladding sheet etc; and transporting the scrap materials to customer's storage yard as per instructions of BHEL Engineer/customer's in-charge at site.	8600	Sq.meters	20.0%
A02	Receipt of new insulation materials from customer's stores, transporting to ESP of unit #4 area, fixing of studs, laying of LRB wool mattress, fixing of retainers, casing supports etc and cladding with 0.63mm GI sheet for ESP casing, hoppers, funnels etc as per BHEL drawings and Engineer's instructions.	8600	Sq.Meters	80.0%
K	<b>TOTAL value for the above scope of work in Indian Rupees</b>			QUOTED
M	<b>GST @ _____ %</b>		→	
N	<b>TOTAL value for the above scope of work in Indian Rupees inclusive of GST</b>			QUOTED

**SIGNATURE OF BIDDER**

Note: → Vendor to quote only the "Rate of GST" in this copy of **Un-Priced Bid** in Column (M).



**Bharat Heavy Electricals Limited**  
Boiler Auxiliaries Plant, Ranipet –632 406  
ERCTION SERVICES DEPARTMENT

GENERAL CONDITIONS OF CONTRACT  
ES : F : 010

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# GENERAL CONDITIONS OF CONTRACT

FOR

WORKS

( SECTION – I & II )

**ES : F : 010**



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



## **SECTION -I**

### **1. GENERAL INSTRUCTIONS TO BIDDERS**

#### **1.1. DESPATCH INSTRUCTIONS:**

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.

1.1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.

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.

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.

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.

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 labor. No claim will be entertained later, on the ground of lack of knowledge.

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.

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.

1.1.9. **Discrepancy in Quoted Rates :**

- 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.
- 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.
- 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.
- 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.

1.1.10. For the purpose of the tender, the metric system of units shall be used.

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.

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.

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>GENERAL CONDITIONS OF CONTRACT</b> <b>ES : F : 010</b>
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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. Informations required in Annexure A, 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 Organization 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 singed 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, 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 favour 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.**



**SECTION –I**

**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.

**1.4.2.** Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.

**1.4.3.** The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit.

**1.4.4.** In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalization of the tender.

**1.4.5.** Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder:

**1.4.5.1.** Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.

**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.

**1.4.5.3.** After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.

**1.4.5.4.** Fails to submit SD as indicated in the Letter of Intent.

**1.4.6.** Earnest Money deposit shall not carry any interest.

**1.5. AUTHORISATION AND ATTESTATION:**

**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.

**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.

**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.

**1.8. SECURITY DEPOSIT:**

**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.

**1.8.2.** The total amount of Security Deposit will be 5% of the contract value. 50% of the value of total security deposit shall be collected in the form of cash, local cheque, FDR, Nsc etc. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

**1.8.3.** Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)



## SECTION –I

(Note: 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)

**1.8.4.** Collection of Security: At least 50% of the required Security Deposit, including the EMD, required to be submitted before start of the work. Balance of the Security Deposit can be recovered by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

**1.8.5.** If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

**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.

**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.

**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.

### **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.**

### **1.9. REJECTION OF TENDER AND OTHER CONDITIONS**

**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.

**1.9.1.1.** To reject any or all of the bidders.

**1.9.1.2.** To split up the work amongst two or more Bidders.

**1.9.1.3.** To award the work in part.

**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.



**SECTION –I**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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. It may be noted that any conditional or incomplete bid shall be regarded as non-responsive and would be liable to be rejected.
- 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.**



## SECTION –II

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

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 Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

2.1.2. **“GENERAL MANAGER”** shall mean the Officer in Administrative charges of contracting unit of BHEL.

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.

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.

2.1.5. **“CLIENTS OF BHEL”** or **“CUSTOMER”** shall mean the project authorities to whom BHEL is supplying the equipment.

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, and successor and permitted assignees.

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.

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.

2.1.9. **“TENDER SPECIFICATIONS”** shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site information 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...

2.1.10. **“TENDER DOCUMENTS”** shall mean the General and Special Conditions of Contract (2.1.8) and tender specification (2.1.9).

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.

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.

2.1.13. **“PLANT”** shall mean and cannot the entire assembly of the plant and equipment covered by the contract.

2.1.14. **“EQUIPMENT”** shall mean all equipment, machinery, materials, structural, electrical and other components of the plant covered by the contract.

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.

2.1.16. **“APPROVED”** **“DIRECTED”** or **“INSTRUCTED”** shall mean approved, directed or instructed by BHEL.



## **SECTION –II**

**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 equipment to the entire satisfaction of BHEL.

**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, association, or body of individuals, whether incorporated or not.

### **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.

**2.1.20. "MONTH"** shall mean calendar month, unless specified otherwise in the tender.

**2.1.21. "WRITING"** shall include any manuscript typewritten or printed statement under the signature of BHEL.

### **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).

### **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.

**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.

### **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 immediately.

**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 all of BHEL's other rights and remedies in this regard.

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

**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.

### **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.

**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.



**SECTION –II**

**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.

**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.

**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.

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

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

**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.

**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.

**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.

**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.

**2.7 RIGHTS OF BHEL**

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

**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.

**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.

**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 :

**2.7.3.1.** Contractor's continued poor progress.

**2.7.3.2.** Withdrawal from or abandonment of the work before completion of the work.



## **SECTION –II**

**2.7.3.3.** Corrupt act of contractor.

**2.7.3.4.** Insolvency of the contractor.

**2.7.3.5.** Persistent disregards to the instructions of BHEL.

**2.7.3.6.** Assignment transfer, sub-letting of the contract without BHEL's permission.

**2.7.3.7.** Non-fulfillment of any contractual obligations.

**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.

**2.7.5.** Liquidated Damages: Time is the essence of the contract. The Contractor has to complete the entire scope of work within the contract period. If the Contract-period gets extended due reasons solely attributable to the contractor, then the "Liquidated Damages" at the rate as specified in the NIT shall be levied. However, if nothing is mentioned in the NIT, the applicable **LD will be of ½% of the contract value per day of delay or part thereof subject to a ceiling of 10% of contract value**, unless otherwise specifically waived-off.

**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.

**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.

**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.

**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.

**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.

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

**2.7.12. Cancellation of contract in part or full for contractor's default:** If the contractor:

- 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
- 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
- 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
- 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.

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.



## **SECTION –II**

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.

**2.7.13.** 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 thereafter be any balance out standing from the contractor, it shall be recovered in accordance with the provisions of the contract.

**2.7.14.** **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.**

**2.8. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.**

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

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

**2.8.2.** 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.

**2.8.3.** 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.

**2.8.4.** 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 otherwise as deemed fit.

**2.8.5.** 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.

**2.8.6.** 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.

**2.8.7.** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.

**2.8.8.** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him. 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.

**2.8.9.** 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.

**2.8.10.** All the properties/equipment's/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/equipment's/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.



**SECTION –II**

**2.8.11.** 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.

**2.8.12.** All the properties/equipment/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/equipment/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.

**2.8.13.** 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.

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

**2.8.15.** 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.

**2.8.16.** 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.

**2.8.17.** 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.

**2.8.18.** 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, storekeepers 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 equipment, lifting tools, tackles, etc., as per prescribed standards and practices.

**2.8.19.** 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.

**2.8.20.** 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.

**2.8.21.** 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.

**2.8.22.** 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.

**2.8.23.** 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.

**2.8.24.** 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.



## **SECTION –II**

**2.10 INSURANCE:** BHEL/their customer shall arrange for insuring the materials/properties of BHEL / customer covering the risks during transit, storage, erection and commissioning.

**2.10.1.** It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.

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

**2.10.3.** 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.

**2.10.4.** 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.

**2.10.5. Compensation** ::BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which in attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b). Accident Any death or permanent disablement resulting solely and directly from any unintended and unforeseen injuries occurrence caused during project execution, erection and commissioning ,services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting, trail operation, performance guarantee testing undertaken by the company or during any works at project sites
- c). Compensation in respect of each of the victims:
  - i. In the event of death or permanent disability resulting from loss of both limbs Rs.10,00,000.00 /- (Rupees Ten Lakhs only).
  - ii. In the event of other permanent disability Rs.7,00,000.00 /- (Rupees Seven Lakhs Only).
- d). Permanent Disablement that is classified as permanent total disablement under section 2(1) of the Employees' Compensation Act ,1923

**2.11. STRIKES & LOCKOUTS:** 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 own labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.

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

**2.12.1 FORCE MAJEURE:** The following shall amount to FORCE MAJEURE:

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.

**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.



## **SECTION –II**

### **2.13. GUARANTEE:**

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.

### **2.14. ARBITRATION:**

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 arbitrator nominated by the Unit Head of BHEL-Ranipet.

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.

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 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.

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.

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.

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.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

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.

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 1<sup>st</sup> January 1976 or its amendments for arbitration shall be applied.

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**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**GENERAL CONDITIONS OF CONTRACT**  
**ES : F : 010**  
**Page No.: 15 of 18**

**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



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**GENERAL CONDITIONS OF CONTRACT**

ES : F : 010

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**ANNEXURE –‘D’ CONTRACT AGREEMENT**

**AGREEMENT No: BAP: ERN : BHE :**

**DATE:**

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.
2. WHEREAS the first party is desirous of executing the work of \_\_\_\_\_, more particularly described in the appendices including drawings and specifications attached herewith.
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. \_\_\_\_\_.
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).
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.
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.
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 to have satisfied himself as to the nature and character of work to be executed.
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.
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.
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.
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.
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.
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.
14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, RANIPET.
15. The contract is subject to RANIPET (TamilNadu) jurisdiction.
16. The document hereto attached viz. shall also form part of this agreement.
17. General Conditions of Contract attached to the Notice inviting tender shall form part of this contract in so far as anything is not provided specifically in this agreement.
18. In witness hereof the parties have respectively set their signatures in the presence of :

**WITNESSES:**

(with full address)

1.

2.

**Signature of the Contractor (to be signed by a Person holding valid power of Attorney of the Company)**

**Date:**

**WITNESSES:**

(with full address)

1.

2.

**For and on behalf Bharat Heavy Electricals Limited.**

**Date:**



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**GENERAL CONDITIONS OF CONTRACT**

ES : F : 010

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**ANNEXURE 'E'**  
**PROFORMA FOR SECURITY DEPOSIT**

THIS DEED OF GUARANTEE made this day of \_\_\_\_\_ by Messrs. \_\_\_\_\_ (hereinafter called the Bank) in favour of Messrs. BHARAT HEAVY ELECTRICALS LIMITED, RANIPET having its Registered Office at New Delhi(hereinafter called the Principal)

WHEREAS Messers. \_\_\_\_\_ (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

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.

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.

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

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).

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.

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.

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.

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)

Lastly, the Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.

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.

**Date:**

**(Name of the Bank & Place)**

**Seal:**

**DESIGNATION OF THE AUTHORISED  
PERSON SIGNING THE GUARANTEE**



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**GENERAL CONDITIONS OF CONTRACT**  
**ES : F : 010**  
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**ANNEXURE –‘F’NO DEMAND CERTIFICATE**

- 1) Name of work :
- 2) Agreement Date :
- 3) I/We certify that

- a) I/We have completed the above work to the entire satisfaction of BHEL.
- b) I/We have handed over all the balance materials, components, tools and tackles, machinery and other equipment of BHEL.
- c) I/We have received the final payment from BHEL for the above work.
- d) I/We have no further demand whatsoever from BHEL.

I/We, therefore request you to refund to me/us the security deposit of

Rs.\_\_\_\_\_.

(Rupees \_\_\_\_\_ only)

and the Bank guarantee No.:\_\_\_\_\_ dt.\_\_\_\_\_.

Rs.\_\_\_\_\_.

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.

**SIGNATURE OF THE  
CONTRACTOR WITH SEAL**

**Place:**

**Date:**

**Witness** 1)

2)

3)



**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



Ranipet

**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**STATUTORY REQUIREMENT OF CONTRACT**  
**ES : F : 009**

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**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 (shall be as per relevant clause of NIT)	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		
5.b	Present assignments	Yes / No		
5.c	Organization chart of the Company	Annexure-C		
5.d	Financial status of the Company	Annexure-A		
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	GST 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	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.



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**STATUTORY REQUIREMENT OF CONTRACT**  
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**OFFER OF THE BIDDER**

**(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)**

To

**The Sr. 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 carryout the work detailed in the Tender Specification 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 mentioned in the NIT

- a. Special Instructions to Bidder
- b. NIT
- c. General terms and conditions of work (ES: F:010) (Section- I & Section -II)
- d. Special conditions of Contract for Mechanical works (Section-IV & Section-VIII)
- e. Statutory requirement of Contract (ES: F:009)

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 an

amount as per the NIT ie. Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_ only )(In words)

vide Pay Order No..... Dt..... 2019 /

Demand Draft No..... dt..... 2019 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			



**APPENDIX – II**(To be filled by Tenderer and submitted along with Tender document )

S.No.	PARTICULARS	YES	NO
<b>01</b>	<b>GST</b>		
a.	GST Registration No. of Tenderer (copy to be enclosed)		
b.	Issue of Tax Invoice as per GST Rules		
c.	Whether Tenderer is taking GST Credit for their Inputs		
d.	Under which Service Head is Service provided (SAC Code)		
e.	If GST is Exempted , furnish reasons		
f.	GST to indicate in your invoice GSTIN of BHEL Nodal Agency 27AAACB4146P1ZF		
<b>02</b>	<b>INCOME TAX</b>		
a.	PAN No. of Tenderer		
b.	If Exempted , furnish exemption Certificate		
c.	PAN No. of BHEL : <b>AAACB/4146/P</b>		
	<b>Note:</b>		
	1. Rates Quoted shall be clearly indicated that they are INCLUSIVE of all Taxes & Duties except GST. The Contractor has to issue invoice accordingly. Also refer clause 15.0 of Tender specification regarding Taxes & Duties		
	2. Payment will be made <b>only through e-payment</b> to your account. Payment through Cheque / DD payment will not be made by BHEL.		
<b>Tenderer has to submit Banker's Certificate as per format specified in APPENDIX- IV.</b>			
<b>Agreed to the Above Conditions</b>			
<b>Signature of the Tenderer :</b>			



Ranipet

**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**STATUTORY REQUIREMENT OF CONTRACT**  
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**APPENDIX - III**

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

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

**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.



Ranipet

**Bharat Heavy Electricals Limited  
Boiler Auxiliaries Plant, Ranipet –632 406  
ERCTION SERVICES DEPARTMENT**

**STATUTORY REQUIREMENT OF CONTRACT  
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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

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>STATUTORY REQUIREMENT OF CONTRACT</b> <b>ES : F : 009</b>
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**FORMAT FOR NO DEVIATION CERTIFICATE**  
 (To be submitted in the bidder's letter head)

To

SDGM/Erection Services Department  
 Bharat Heavy Electricals Limited  
 Boiler Auxiliaries Plant,  
 RANIPET-632406,  
 TAMILNADU, INDIA

Sub.: No Deviation Certificate for the tender enquiry for “Rectification and replacement of damaged ESP fields” involving handling at site stores/ storage yard, transportation to site of work, dismantling of existing ESP components to the extent required Refurbishment of ESP (TYPE: BHEL 2FAA-(36)-4X36-95-90-2) of Unit no. 4 at Nasik TPS from M/s Maharashtra State Power Gen. Co. Limited, Nasik (MAHAGENCO)”

**Ref.: TENDER SPEC.: No : BAP/ERN /Nasik /ESP/INSULA/C-329**

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We here by confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,  
 Yours faithfully,

(Signature, date & seal of authorized  
 representative of the bidder)

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>STATUTORY REQUIREMENT OF CONTRACT</b> <b>ES : F : 009</b>
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## **DECLARATION SHEET**

**(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)**

I, ..... hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BAP/ERN /Nasik /ESP/INSULA/C-329 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.

BIDDER'S NAME AND ADDRESS:

AUTHORISED REPRESENTATIVE'S

SIGNATURE

WTH NAME AND ADDRESS

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>STATUTORY REQUIREMENT OF CONTRACT</b> <b>ES : F : 009</b>
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**FINANCIAL VIABILITY (Annexure-A)**

<b>Sl</b>	<b>Aspects</b>	<b>Rs</b>	<b>To be filled-up</b>	
<b>1</b>	Owner's Capital in the business (In case of Partnership please Mention percentage of shares and Amount)	<b>Rs.</b>		
<b>2</b>	Quantum of business done during Last three financial years.	Year 20 ____ - ____ Year 20 ____ - ____ Year 20 ____ - ____ (Year 20 ____ - ____)	<b>Rs.</b>	
<b>3</b>	Value of Fixed Assets of the business in last three years	Year 20 ____ - ____ Year 20 ____ - ____ Year 20 ____ - ____ (Year 20 ____ - ____)	<b>Rs.</b>	
<b>4</b>	Guarantee limits (if any) Enjoyed by the firm	<b>Rs.</b>		
<b>5</b>	Overdraft limits (if any) Enjoyed by the firm	<b>Rs.</b>		
<b>6</b>	Income Tax paid during the last three Years	Year 20 ____ - ____ Year 20 ____ - ____ Year 20 ____ - ____ (Year 20 ____ - ____)	<b>Rs.</b>	
<b>7</b>	Please state whether audited profit and Loss Account and Balance Sheet for last 3 Years and Solvency Certificate are Enclosed.		<b>Yes / No</b>	
<p>Note: All the above documents should be duly certified by auditors/bank as may be applicable.</p> <p><b>Signature of the Bidder</b></p>				



**Bharat Heavy Electricals Limited  
Boiler Auxiliaries Plant, Ranipet -632 406  
ERCTION SERVICES DEPARTMENT**

**STATUTORY REQUIREMENT OF  
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## **ORGANISATION STRUCTURE**

**1. Management structure of the firm:**

**Whether public limited / Private Limited / Sole Proprietorship / Partnership. (Tick the appropriate)**

**2. Details of the staff presently on permanent rolls of the organization.**

**a) Engineering / Supervisory Staff.**

Sl No	Name and Designation	Qualification	Experience Years	Proposed to be deployed at site for this job	Remarks If any

**Signature of the Tenderer**



## **ORGANISATION STRUCTURE**

**b) Details of Technical staff:**

SI No	CATEGORY	Total Number on Rolls	Numbers Proposed to be deployed at site for this job		
1	<b>Supervisors / Foreman</b>				
2	<b>Store Keepers</b>				
3	<b>Electrician</b>				
4	<b>Fitters</b>				
5	<b>Welders</b>				
6	<b>Sarang</b>				
7	<b>Rigger</b>				
8	<b>Painter</b>				
9	<b>Light Vehicle Driver</b>				
10	<b>Heavy vehicle Driver</b>				
11	<b>Semi-skilled worker</b>				
12	<b>Unskilled Worker</b>				
13	<b>Crane Operators</b>				
14	<b>Crane Maintenance Staff</b>				
15	<b>Other vehicles maintenance staff</b>				
16	<b>Other category of staff, if any</b>				

**Signature of the Tenderer**



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERECTION SERVICES DEPARTMENT**

**STATUTORY REQUIREMENT OF CONTRACT  
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## FACILITIES FOR STAFF & WORKERS AT SITE



**SCHEDULE TO BE FURNISHED BY THE TENDERER**

1. Bidder shall submit the following technical proposal documents (a detailed write-up on his erection plan) along with the offer indicating the proposal to achieve the milestone dates, giving details of erection sequence, manpower deployment plan and T&P deployment plan for the various erection activities. The bidder shall submit histograms for Equipment, Staff and Labour to be deployed on the Work.
  - a. Method Statements along with appropriate drawings for pre-assembly works, dismantling works and erection works
  - b. Site establishment plan based on the ESP layout drawing provided, showing the locations of site office, storage yard, tower crane location, mobile crane/ trailer movement to facilitate the pre-assembly works, dismantling works and the erection works
  - c. Cycle time calculations for critical activities
  - d. Rated Load chart, Range diagrams, Manual of the proposed tower crane
  - e. Rated Load chart, Range diagrams, Manual of the proposed mobile crane
2. Bidders are required to submit details for the above. Bids received without above documentary proof are liable to be rejected.
3. The Tenderer is required to submit the following schedule along with his offer.

Schedule-A	PERT / CPM Bar Chart showing Work Breakdown Structure, time schedule and Milestone dates		
Schedule-B	Schedule of Plant, Equipment and Tools		
Schedule-C	Schedule of Project Staff ( identifying skill and work area)		
Schedule-D	Schedule of Labour -Day wise deployment of skilled / semiskilled / unskilled and other categories of workers to suit the above programme.		
Schedule-E	Schedule of Consumables ( LPG, Oxygen, Welding Electrodes, etc.,)		
Schedule-F	Day wise schedule of erection quantities		
Schedule-G	Construction power / electricity required for / Office / stores / workshop sheds, etc. of the tenderer in the following format.		
Electricity required for		Average	Peak
Construction : (Scope of work covered in this tender )	Amp		
	KVA		
Office & Storage sheds	Amp		
	KVA		
Note-1	Tender offers are liable to be rejected in the event of non-submission of above schedules along with the offer complete with all the details asked for.		
Note-2	Contractor may also indicate their ability in completing the contract in a period shorter than that mentioned.		
Date :	SIGNATURE OF THE BIDDER		



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
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**ANALYSIS OF UNIT RATE QUOTED (Only Percentages to be Quoted)**

Sl-No	Description	Percentage of the rate quoted	Remarks, If any
1	Site facilities viz. electricity, water, workshop and  other infrastructure facilities		
2	Salary & wages for staff and workers		
3	Consumables a) Gases b) Electrodes c) Steel materials d) Others		
4	Depreciation and maintenance for T&P, other items		
5	Establishment and Administration expenses of sites		
6	Retrenchment benefit		
7	Overheads		
8	Extra work incidental to erection		
NOTE: All Bidders are requested to take care that the rates quoted by them are not disclosed in any way while furnishing the above details.			
Date :		SIGNATURE OF THE BIDDER	



Ranipet

**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**STATUTORY REQUIREMENT OF CONTRACT**  
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**ANNEXURE A – 1**  
**STATUS OF TOOLS & PLANTS**

List of equipment / Machinery / T&P owned by the contractor and proposed to be deployed by the contractor for this work.

**NOTE: Bidders are required to furnish the details as desired below with regard to the equipment machinery, tools & plants, consumables and workshop facilities owned by them along with documentary proof for the same**

Sl-No	Name of the equipment	Total Qty Available	Qty proposed to be deployed	Type, capacity, Specification	Year of Make	Date of Purchase	Registration Number	Present Location	Utility factor of the Machine
1	Cranes (Note: Providing of Tower Crane for the tendered scope of work is a must) <ul style="list-style-type: none"> <li>• Tower crane</li> <li>• 120 MT / 150 MT Mobile crane</li> <li>• 60 MT / 75 MT / 90 MT Mobile cranes</li> <li>• 18T / 14T /12T / 10 T Capacity Mobile crane</li> </ul>								
2	5T or 8T Capacity fork-lift or Hydromack								
3	Tractor Trailors								
4	Trucks								
5	Wooden sleeper								
6	DC Welding Generator / Welding transformer with cables								
7	DC Welding Generator / Welding transformer with cables								
8	Air Compressors								
9	Electrical winches 10 MT Capacity 5 MT Capacity 2 MT Capacity								
10	Hand winches								
11	Hydraulic Torque wrenches								

Sl-No	Name of the equipment	Total Qty Available	Qty proposed to be deployed	Type, capacity, Specification	Year of Make	Date of Purchase	Registration Number	Present Location	Utility factor of the Machine
12	Electrode drying oven								
13	Portable electrode drying oven								
14	Spur gear chain pulley block 5T Capacity 3T Capacity 2T Capacity								
15	Gas cutting set with hoses								
16	Hydraulic jacks 5T Capacity 10T Capacity 20T Capacity								
17	Low voltage transformer with Hand lamps								
18	Single sheave snatch pulley blocks 5T Capacity 10T Capacity 20T Capacity								
19	Double sheave pulley blocks 3T Capacity 5T Capacity 10T Capacity								
20	3T Capacity D shackle								
21	5T Capacity D shackle								
22	10T Capacity D shackle								
23	20T Capacity D shackle								
24	Bull dog grips suitable for steel wire rope of Dia 25 mm Dia 22 mm Dia 19 mm Dia 16 mm Dia 9 mm								
25	Turn Buckle 3T to 10T capacity								
26	Single Shave Pully Block 1T Capacity 3T Capacity 5T Capacity								
27	Oxygen regulator								
28	Acetylene regulator								

Sl-No	Name of the equipment	Total Qty Available	Qty proposed to be deployed	Type, capacity, Specification	Year of Make	Date of Purchase	Registration Number	Present Location	Utility factor of the Machine
29	Gas Welding and cutting accessories with 20M long hose								
30	Spirit level 0.02 mm/M								
31	Tacho Meter								
32	Megger								
33	Various sizes of portable grinders								
34	Bench grinder								
35	Heavy duty high speed portable grinder								
36	Flexible shaft grinders								
37	Pneumatic drill ½" & 1"								
38	Torque wrenches 300mm 450mm 600mm								
39	Pull lifts 1.5T Capacity 3T Capacity 6T Capacity								
40	Compensating Cables								
41	Steel wire ropes for guy ropes								
42	Bench files of various sizes								
NOTE: Details of Maintenance facilities to be provided at Site for maintaining the various Equipment:									
Date :									
SIGNATURE OF THE BIDDER									



Ranipet

**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERCTION SERVICES DEPARTMENT**

**STATUTORY REQUIREMENT OF CONTRACT**  
**ES : F : 009**

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**ANNEXURE B-I**

**ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS IN THE LAST SEVEN YEARS**

Sl-No	Details of Jobs Executed/ In Progress with Location of Projects	Financial Value of the contracts	Number of Strikes/ Work Stoppages with duration and Mandays Lost	Number Accidents Fatal/Minor	Details of the Insurance provided for the workers for Accidents/ Deaths	Details of safety equipment provided to workers

Use Annexures-If required

Signature of the Bidder



Ranipet

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**ANNEXURE B – II**  
**Previous Experience ( FOR ESP PROJECTS ONLY )**

Sl-No	Name of the Project with unit capacity	Date of Letter of Intent	Date of Start of Erection	Date of Collecting Electrode Loading	Trail run of rapping Motors	Date of Air Tightness Test	Date of GD Test	Testing & Commissioning

Use Annexures-If required

Signature of the Bidder

## Annexure on :Terms and Condition w.r.t GST

### **Registration & GST Rate**

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
5. **Invoicing & Payment** The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-
  - a. GSTIN of BHEL Nodal Agency for Nashik-Maharashtra is 27AAACB4146P1ZF
  - b. HSN Code or Service Accounting Code for supply of goods or services.
  - c. Name & address of supplier
  - d. GSTIN of Supplier
  - e. Consecutive Serial No. & date of issue
  - f. Description of goods or services
  - g. Total value of supply
  - h. Taxable value of supply
  - i. x Rate – Central Tax & State Tax or Integrated Tax, Cess
  - j. Amount of Tax charged
  - k. Place of supply
  - l. Address of delivery if different from place of supply
  - m. Signature of authorized signatory
6. **Reimbursement of GST** to the vendor is contingent upon complying with the following condition by the service provider:-
  - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to BHEL.
  - iv. Submission of proof of payment of GST to BHEL.
  - v. Availment of Input Tax Credit by BHEL.
7. **Input Tax Credit:** In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

11. **Penalty for Non-compliance of GST Act** Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.
12. **Anti-profiteering Measure:** Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
13. **Other Provision:** The agency should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (part-II).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
16. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

The following details to be furnished by the bidder:

S.No	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

The bidder has to submit this document along with their offer after duly signed & sealed by the authorized person.

**SIGNATURE OF THE CONTRACTOR**

**TENDER DOCUMENT**  
 (Tender Specn.: BAP/ERN /Nasik /ESP/INSUL/C-329)  
**PART-II PRICE-BID**  
**SCHEDULE OF RATES & QUANTITIES**

**Name of the Work:** Replacement of existing Insulation wool, cladding sheet with new LRB wool and 0.63 mm GI sheet for entire ESP of Unit # 4 at Nashik thermal power plant, Mahagenco, Nashik.

S.No.	DESCRIPTION OF ITEM	QTY	UOM	Weightage in %.
A01	Making of scaffolding arrangement, removal of existing <b>INSULATION</b> materials consisting of wool, GI cladding sheet etc; and transporting the scrap materials to customer's storage yard as per instructions of BHEL Engineer/customer's in-charge at site.	8600	Sq.meters	20.0%
A02	Receipt of new insulation materials from customer's stores, transporting to ESP of unit #4 area, fixing of studs, laying of LRB wool matress, fixing of retainers, casing supports etc and cladding with 0.63mm GI sheet for ESP casing, hoppers, funners etc as per BHEL drawings and Engineer's instructions	8600	Sq.meters	80.0%
<b>K</b>	<b>TOTAL value for the above scope of work in Indian Rupees</b>			
<b>M</b>	<b>GST @ _____ %</b>			
<b>N</b>	<b>TOTAL value for the above scope of work in Indian Rupees inclusive of GST</b>			

**SIGNATURE OF BIDDER**

Note: Vendor to work out his rates in a separate paper and quote only lump sum 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 GST amount will be payable extra. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.