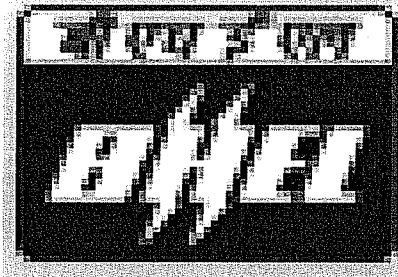


BHARAT HEAVY ELECTRICALS LIMITED
BHEL House, Siri Fort
New Delhi-110049



Tender for shifting of office furniture/ storages
and general office purpose items from BHEL
Corporate Communication office at Jeevan Tara
Building, 5 Parliament Street, New Delhi to
BHEL House, Siri Fort, New Delhi

Tender Enquiry No: AA:GAX:16:OS:101 Dated 06.01.2017

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SECTION – II : GENERAL CONDITIONS OF CONTRACT

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)

M. H. K. S.
06/01



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(भारत सरकार का उपक्रम)
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)

Tender for shifting of office furniture/ storages and general office purpose items from BHEL Corporate Communication office at Jeevan Tara Building, 5 Parliament Street, New Delhi to BHEL House, Siri Fort, New Delhi.

THIS TENDER DOCUMENT ISSUED TO

M/s

Nature of Work	Date of Issue of Tender document	Due Date and Time of Submission of offers	Tender Opening date and time
Shifting of office furniture/ storages and general office purpose items from BHEL Corporate Communication office at Jeevan Tara Building, 5 Parliament Street, New Delhi to BHEL House, Siri Fort, New Delhi.	06.01.2017	13.01.2017 Up to 14:00 Hrs	13.01.2017 From 14:30 Hrs

- Note: -**
1. The tenderers should submit their offer in the tender box placed at the Ground floor near the security at BHEL House, Siri Fort, New Delhi-110049.
 2. Late tender/ Tender after due date and time as mentioned above will not be accepted.



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SECTION-I

NOTICE INVITING TENDER

We are pleased to invite your most competitive offer in sealed covers for shifting of shifting of office furniture/ storages and general office purpose items from BHEL Corporate Communication office at Jeevan Tara Building, 5 Parliament Street, New Delhi to BHEL House, Siri Fort, New Delhi. The complete set of tender documents may also be downloaded by the interested parties from BHEL website i.e. www.bhel.com

The terms & conditions of the tender are mentioned below: -

Scope of Work

- 1 Packing, marking and labelling of materials.
- 2 Loading in truck and transportation to the new location (i.e. BHEL House, Siri fort, New Delhi) in the truck.
- 3 Unloading from truck and arranging the material in BHEL House, Siri Fort, New Delhi.

Other terms & Conditions

- 4 The dimension of truck in which material is to be carried should be at least 14 (ft.) x 6.5 (ft.) x 4.5 (ft.).
- 5 Material should be arranged in the truck in such a way that maximum no. of items can be accommodated in each trip.
- 6 Air bubble wrapping and thermocole should be used for packing of sophisticated items if any.
- 7 Extra care in packing of crockery items/ utensils for pantry use, if any, shall be taken so that it should not broke during transit and handling.
- 8 The material should be covered with water proof sheet to avoid any damage during transportation.
- 9 Bids with overwriting are liable to be rejected.
- 10 The tenderer should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.
- 11 Tenders shall be received and opened on the due date and time as mentioned above and opening will be in the presence of tenderers or their authorized representatives who may like to be present. Tenders received after due date & time are liable to be rejected.
- 12 Date of packing and shifting of material shall be intimated separately to successful tenderer.



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- 13 Rates should be quoted in the price bid format enclosed at **Annexure-VI**. If the prices are quoted in any other form, then the bid is liable to be rejected. Rates quoted should be inclusive of all taxes and duties including service tax. The offer should remain valid for at least 90 days from the opening of tender. The quoted rates should remain firm during the validity of the offer and through out the contract and should not subject to any price escalation.
- 14 The decision of BHEL in evaluation of bids and/or award of contract shall be final.
- 15 BHEL reserves the right to terminate the contract any time, if the services found to be unsatisfactory.
- 16 **Security Deposit:-** Upon acceptance of tender, the successful tenderer must submit the security deposit as per below mentioned clause:-

- a) The total amount of Security Deposit will be 5% of the contract value.

The above mentioned and applicable security deposit shall be submitted in any of 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, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(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)

- 17 **Evaluation Criteria** The bidder, quoting the lowest "Total Package Price" in the Price Bid Format (**Annexure VI**) shall be considered the L1 bidder and will be awarded the work.
- 18 **Completion Time & LD** Entire work has to be completed with-in 10 days from the date of award of work/ LOI/ date of clearance by BHEL, whichever is later, failing which liquidated damages will be imposed @ ½ % of Gross Value per week of delay, subjected to 10% of the Gross Value. LD will be calculated on the total value of work order.



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- 19 **Payment terms** 100% payment shall be made with in 15 days after successful completion of work in all respect and submission of bills, duly verified/ acceptable by BHEL.
- 20 Toll/ State entry fee, if any, shall be paid by contractor.
- 21 Tenderers are requested to go through the scope of the work, visit the site location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. BHEL decision will be full and final in the event of any doubt.
- 22 The successful tenderer must comply to all statutory regulations applicable to this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 23 BHEL reserves the right to accept or reject any of the bid/ all bids with or without deviation or cancel/ withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.

24 **QUALIFICATION REQUIREMENTS**

The contractor/ firms who fulfil the following requirement shall be eligible to apply. Joint ventures are not accepted.

- (A) The Bidder should have an average annual financial turnover of at least Rs. 52,000.00 of work during the last 3 years ending 31.03.2016.
- (B) Experience of having successfully completed similar works during last 7 years ending 31.12.2016 should be either of the following:
- (i) At least one similar work costing not less than Rs. 1,37,000.00
OR
- (ii) Two similar works costing not less than Rs. 86,000.00 each.
OR
- (iii) Three similar works costing not less than Rs. 69,000.00 each.
- (C) Tenderers must have valid registration no. of **PAN No.**, **Service Tax registration no.** which has to be submitted along with submission of bid. Details of carriers/ vehicles to be deployed for shifting of material shall be submitted.

'Similar Works' mentioned in (B) above shall necessarily include work in regard to shifting of goods with any Central Govt./ State Govt./ PSUs/ Public Limited Company/ Private Limited Company.



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25 DOCUMENTS REQUIRED

1	(i) Copy of Income Tax Return of previous three financial years i.e. FY2013-14, FY 2014-15 and 2015-16 (i.e. AY 2014-15, 2015-16 and 2016-17). (ii) Copy of balance sheet of previous three financial years i.e. FY2013-14, FY 2014-15 and 2015-16, PL A/c duly certified & audited by CA. (iii) Covering letter with calculation of average financial turnover of previous three years i.e. of FY2013-14, FY 2014-15 and 2015-16. (iv) Description of similar work successfully completed in support of qualification requirements as per format mentioned in Annexure-I . (v) Work orders along with BOQ and completion certificates with covering letter / indexing of the same.
2	(i) Copy of PAN No., Service Tax registration certificate.
3	(i) A copy of tender enquiry duly signed on each and every page along with technical bid. (ii) Tenders shall be signed by persons duly authorised / empowered to do so.
4	No Deviation Certificate duly signed as per format mentioned in Annexure-II
5	Declaration by the bidder as per format mentioned in Annexure-III
5	Details of the bidders duly filled and signed as per format mentioned in Annexure-IV
6	Check-List as per format mentioned in Annexure-V
7	Un-priced price bid format as per Annexure-VI duly signed by the tenderer along with technical bid by mentioning, " Q " in the column where quote is to be offered by the bidder.

26 Procedure for submission of sealed tenders:

- (i) The offer is to be submitted as required in two parts in separate sealed covers prominently super scribed as **Part-1 "Technical Commercial Bid"** & **Part-2 "Price Bid"** also indicating on each of the covers the tender specification number and due date and time as mentioned in the tender enquiry.
- (ii) Envelope of Part-1 "Techno-commercial Bid" shall contain documents required under the sl. no. 27 & 28 above.
- (ii) Envelope of Part-2 "Price Bid" shall contain price bid duly quoted in the BOQ format as per **Annexure-VI**.
- (iii) A third Envelop shall contain required amount of EMD. Tenders submitted without EMD are liable to be rejected.
- (iv) Above mentioned three separate Envelopes no. 1, 2 and 3 shall together be enclosed in envelope number 4 which should be super scribed with tender specification number and due date. Checklist (enclosed **Annexure-V**) shall be placed inside the fourth envelope.
- (v) On the day of opening tenders, envelope No. 3 containing EMD will be opened first. After due verification of EMD as per clause No. 18, the Part - 1 of the tender will be opened next.



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- (vi) The evaluation of Technical Bid (Part-1) will be done afterwards. Tenderers qualifying in Technical Bid (Part – 1) will only be considered for opening of Price Bid (Part – 2). The unsuccessful tenderers will be intimated through e-mail about rejection in the technical bid as per BHEL policy. BHEL reserves the right to finalize successful tenderer by opening of sealed price bid or by conducting online Reverse Auction. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
- (vii) Only tenderers who have previous experience in the work of the nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who do not have proven and established experience in the field as per NIT will not be considered.
- (viii) Tenderers are advised to go through the scope of work, site location etc. and get themselves fully acquainted with the work place and prevailing working conditions before submitting the Offer.
- (ix) The tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified separately and enclosed along with **Annexure-II** (No Deviation Statement). If no deviations are given in the offer, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
- (x) Offers with deviations from terms and conditions of this tender are likely to be rejected.
- (xi) Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from New Delhi office at the following address before the tender due date:

Meena Thakran Sr. Engineer (HR-GAX)
Bharat Heavy Electricals Limited
BHEL House, Siri Fort,
New Delhi – 110049.
Phone No.: 011 – 66337401, Fax: 011 - 66337428

27 Tenders incomplete in any respect, are liable to be rejected.

M. Thakran
06/01/2017
Meena Thakran / Sr. Engineer (HR-GAX)
Bharat Heavy Electricals Limited

BHEL HOUSE, Siri Fort,
New Delhi – 110049.
Phone No.: 011-66337401 Fax: 011-66337428
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd
बी.एच.ई.एल हाऊस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi - 110049



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Annexure-I

DETAILS OF SIMILAR WORKS EXECUTED

Sl. No.	Agency name by whom work awarded	Location of Project	Particulars of work awarded	Date of award	Date of completion	Contract value
1	2	3	4	5 th	6	7
For Three Similar Works						
For Two Similar Works						
For One Similar Work						

Note:- (i) Additional sheets, if required may be used by the bidder.
(ii) Copy of work orders along with BOQ and completion certificates shall be enclosed in support of above mentioned details.

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Annexure-II

No Deviation Certificate

This is to certify that our bid no. _____ dated
_____ against your NIT no. _____ dated
_____ for shifting of Office files, Stationery and computer with all
accessories has no deviations from tender conditions of tender enquiry and scope of
services mentioned in BOQ.

Authorized signatory
(With sign. & stamp)

Mthaksh
06/01



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Annexure-III

DECLARATION

We hereby declare that we have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

Authorized signatory
(With sign. & stamp)

Mahesh
06/01



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Annexure-IV

DETAILS OF BIDDER

Sl. No.	Description	Details
1	Name of Bidder	
2	Address of the Bidder	
3	Contact Person's Name	
4	Contact Details & Fax number	
5	Email ID of the bidder	

Authorized signatory
(With sign. & stamp)

MHSKRB
06/01



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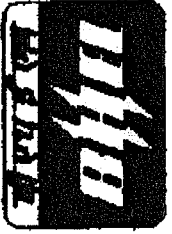
Annexure-V

CHECK LIST

<u>Sl. No.</u>	<u>Descriptions</u>	<u>Details</u>
1	Name and address of the bidder	
2	Phone No./Fax No. and E-mail ID of the bidder	
3	Name and designation of the official of the bidder to whom all the references shall be made.	
4	Bidder's Proposal no. and date	
5	Whether EMD Submitted (By cash/ Bank Draft) as per clause no. 18 of NIT	Yes/ No
6	Validity of offer/ rates quoted for 90 days from the date of opening of technical bid	Yes/ No
7	Financial Status as per clause no. 26A of NIT	Yes/ No
8	IT certificates as per clause no. 27(i) of NIT. Details of PAN, Service Tax registration submitted.	Yes/ No
9	Details of experience of similar work as per clause no. 26 (B) in format mentioned at Annexure-I	Yes/ No
10	Details as per format Annexure-I, Annexure-II, Annexure-III, Annexure-IV is filled.	Yes/ No
11	Copy of Un-priced bid format as per Annexure-VI by quoted "Q" in the rate and amount column submitted	Yes/ No

Authorized signatory
(With sign. & stamp)

M. H. K. Singh
06/01



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Annexure – VI

Price Bid Format

S.No.	Description	Qty	Unit	Unit Rate (Rs.)	Amount (Rs.)
1.	Charges for Shifting of office furniture/ storages and general office purpose items from BHEL Corporate Communication office at Jeevan Tara Building, 5 Parliament Street, New Delhi to BHEL House, Siri Fort, New Delhi including packing, marking, loading, transporting, unloading.				
	From Jeevan Tara Building, 5, Parliament street, New Delhi to BHEL House, Siri Fort, New Delhi	22	Nos. of Truck		
Total Package Price (excluding service tax)=					

Note: 1) "Total Package Price" in above Price Bid Format shall be considered for evaluation as well as award of work.

2) The unit rate to be quoted in the above Price Bid Format should be inclusive of all taxes and duties (excluding service tax).

Authorized signatory
(With sign. & stamp)

N. K. Singh
06/01



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SECTION- II

GENERAL CONDITIONS OF CONTRACT

PART – A

INSTRUCTIONS TO TENDERERS

1. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. Telegraphic offers and offers received by telex may not be considered.
2. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies / omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
3. The tenderer shall quote the rates in international numerals. These rates shall be entered in figures neatly without any cutting or overwriting; however any overwriting if any shall be initialled by the tenderer. For the purpose of tender, the metric system of units shall be used. Both the blank columns of bill of quantities (BOQ), titled "Rates" and "Amount" as well as the total and grand total at the last page of the BOQ has to be filled by the Tenderer in legible and neat handwriting or typed. All totals shall be given both in words as well as in figures.
4. All entries in the tender shall either be typed or be written in ink. Eraser and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
5. Information on type of holding details of the Tenderer's organization shall be submitted as follows:

IN CASE OF FIRMS WITH SOLE OWNERSHIP: Full name, experience and address of the proprietor and nature of business.

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

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.



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6. All the Annexure mentioned below must be signed and stamped and must be submitted along with tender document:
- 6.1 Details of similar jobs executed / in progress duly filled in, signed and stamped as per format mentioned at **Annexure-I**. The supporting document must be enclosed.
- 6.2 In addition to the above, the particulars required include **Annexure-II** (No Deviation Certificate).
- 6.3 Declaration sheet as per Performa enclosed at **Annexure-III**.
- 6.4 Particulars/ Details of the bidders duly filled in, signed and stamped as per format mentioned in **Annexure-IV**.
- 6.5 Checklist and schedule of general particulars duly filled in, signed and stamped as per **Annexure-V**
- 6.6 The expenses for completion and making required number of copies and compilation of Contract Documents duly bound / titled and stamping / registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor
7. **CONDITIONS FOR REJECTION OF TENDER AND OTHER CONDITIONS:**
- 7.1 Tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 7.2 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 7.3 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other money due.
- 7.4 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.
- 7.5 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

M. H. K. S. R. H.
06/01



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SECTION – II

PART – B

GENERAL TERMS AND CONDITIONS

8. DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 8.1 The “**BHEL**” shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns; acting through or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 8.2 The “**Tenderer**” shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as “Bidder”.
- 8.3 The “**Contractor**” shall mean the individual, firm or company whose Offer is accepted by BHEL and enters into Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 8.4 The “**Contract**” shall mean and include the agreement, the work order, the accepted appendices of rates, BOQ, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, 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 Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement. It may also be referred as ‘Contract Document’.
- 8.5 The “**Sub-contractor**” shall mean the person/firm/company/organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 8.6 The “**Engineer**”, for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorised and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word ‘Engineer’ shall mean the Purchaser or his duly authorised representative. It may also be referred to as **Engineer – in – Charge**.

M. K. Singh
06/01



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- 8.7 The “**Equipment**” shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.
- 8.8 The “**Work**” shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of BHEL. It may also be referred as “**CONTRACT WORK**”.
- 8.9 The “**Tender Document**” shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, , schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof. It may also be referred as „Tender Specification”
- 8.10 The “**Offer**” shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, etc. submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as “**Bid**”.
- 8.11 “**Acceptance of offer**” shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 8.12 The “**Letter Of Intent**” shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the 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.
- 8.13 The “**Site**” shall mean the site of the proposed from and to shifting.
- 8.14 The “**Completion Time**” shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract.
- 8.15 The “**Approved**”, “**Directed**” or “**Instructed**” shall mean approved, directed or instructed by BHEL.
- 8.16 “**Months**” shall mean calendar months.
- 8.17 “**Days**” shall mean calendar days.
- 8.19 “**Writing**” shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.

At the end
06/01



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9. OPENING & EVALUATION OF OFFERS

- 9.1 Clarifications if any required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid. The information of opening of price bid will be intimated to bidders separately.
- 9.2 In case of any change in specification, BHEL may asked tenderer(s) to submit revised price bid. In such case only the final revised price bid shall be opened and considered by BHEL. BHEL reserves the right to open the original price bids, if required.
- 9.3 Unsolicited price bids shall not be entertained.
- 9.4 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of his tender.
- 9.5 The Letter of Intent/ Purchase Order shall be issued in the name of Bidder only.

10. COMMENCEMENT AND COMPLETION OF WORK

- 10.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent.
- 10.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 10.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

11. MEASUREMENT OF WORK AND MODE OF PAYMENT

- 11.1 All payments due to the contractor shall be made by NEFT.
- 11.2 For progress/ running bill payments, the contractor shall present in triplicate duly indicating all relevant detail for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents approved by Engineer-in-charge BHEL. These documents shall be prepared jointly with Engineer-in-charge and signed by both the party.
- 11.3 Based on the quantities/ no. of trips contractor shall prepare the bills in the prescribed proforma and work out the financial value. Payment shall be made by BHEL after affecting the recoveries due from the contractor.



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- 11.4 All recoveries due from the contractor for the month / period shall be put to effect in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.
- 11.5 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 11.6 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-measurement shall be borne by the Contractor.
- 11.7 Final bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates'. All the tools and tackles loaned to him should be returned in working condition to the satisfaction of BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only Security deposit shall remain unpaid which shall be released after completion of guarantee period.
- 11.8 Lump sum omissions will be entered for deduction.

12. RIGHTS OF BHEL

- BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.
- 12.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 12.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments or in case BHEL decides to advance the completion due to other emergent reasons.
- 12.3 To terminate the contract after due notice and forfeited the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages / penalty in the event of:



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- (a) Contractor's continued poor progress.
 - (b) Withdrawal from or abandonment of the work before completion of the work.
 - (c) Corrupt act of the contractor.
 - (d) Insolvency of the contractor.
 - (e) Persistent disregard of the instructions of BHEL.
 - (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - (g) Non-fulfilment of any contractual obligations.
- 12.4 To recover any money due from the Contractor from out of any money due to the Contractor under this or any other Contract or from the Security Deposit.
- 12.5 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.
- 12.6 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.
13. **RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**
- The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:
- 13.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 13.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.
- 13.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 13.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer.
- 13.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations



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- connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from money due to him or otherwise as deemed fit.
- 13.6 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 13.7 The contractor shall be responsible for proper medical facilities for the personnel employed by him, in case of any eventuality.
- 13.8 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 13.9 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 shall be the responsibility of the contractor to make good the losses and compensate them.
- 13.10 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one instalment.
- 13.11 The contractor shall fully indemnify and keep indemnified BHEL against all claims of whatever nature arising during the course of execution of this contract.
- 13.12 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL.
- 13.13 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, except for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.
- 13.14 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.



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13.15 No land belonging to BHEL shall be occupied by the Contractor without the written permission of BHEL.

14. GATE PASSES:

It is the responsibility of the contractor to arrange gate pass for all his employees, T & Ps etc. Necessary coordination with security officials is the responsibility of the contractor. Contractor shall follow all the laid down procedures for obtaining these gate passes. Contractor shall arrange to receive necessary permits for working beyond normal working hours, working on holidays and during night.

15. STRIKES AND LOCKOUTS

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

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

16. FORCE MAJEURE

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

16.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force Majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

17. CONTRACT LAW, NOTICE AND ARBITRATION:

17.1 The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having ordinary civil jurisdiction over site shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

17.2 The Contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or



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his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

18. ARBITRATION

18.1 In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

18.2 Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

19. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

20. JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

21. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Contractor fails to deliver any job as per the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, BHEL without prejudice to his right to recover any expenses, losses or damages to which BHEL



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may be put to incur or sustain by reason of the Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Contractor and if BHEL so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of BHEL, which shall be final, readily procurable, at the risk and cost of the Contractor and the Contractor shall be liable to BHEL for any excess costs provided that the Contractor shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor shall on no account be entitled to any gain on such repurchases. Cost of the work executed by BHEL at the risk and cost of the contractor shall be worked out after levying 30% overheads as departmental charges on the cost of work done

M. H. Khan
06/01