



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
RANIPET - 632 406, INDIA

Phone No: 04172-284141, 284143
FAX No: 04172-241202
E-mail: lkumar@bhelrpt.co.in
ramkid@bhelrpt.co.in

MAINTENANCE & SERVICES DEPARTMENT
REGISTERED POST WITH ACK.DUE

INVITING TENDER

Tender Notice No	9721MS17019E, DT: 27.11.2017.
Name of work	Radiographic Testing on LOX Tank Stainless Steel Tube Weld Joints.
Type of tender	Open tender.
Contract Period	15 Days.
Earnest Money Deposit (EMD) Amount	Rs.432/-
Last date & Time for Receipt of the Tender	11.12.2017 at 14:00 hrs.
Date of Technical bid Opening	11.12.2017 at 14:30 hrs onwards.
(Please obtain updated information from the website about the latest applicable dates & other changes if any in the tender contents)	
Date of Price Bid Opening	Qualified bidder will be intimated separately about the status of Price Bid opening date.
Place of submission of Tender	Tender Box placed in M&S Office, BHEL – BAP. Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	SENIOR MANAGER/PLANNING M & S DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632 406 VELLORE DISTRICT TAMIL NADU.
Venue of the Tender Opening	M&S Conference hall

Note:

1. The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and Govt tender web site: <http://tenders.gov.in/> and also in Central Public Procurement Portal (CPP) website: <http://eprocure.gov.in/epublish/app>
2. Interested bidders may alternately collect hard copy of tender specification documents at free of cost from M&S Dept / PLG Section / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs).
3. BHEL reserves right to accept or reject any or all tenders without assigning any reasons whatsoever.
4. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > **Tender notifications** > **view corrigendum**) only and not in the newspapers. **Bidders shall keep themselves updated with all such developments.**
5. BHEL reserves the right to reject any tender because of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.

ISSUING OFFICER
ENGR / M&S PLG

SIGNATURE OF THE BIDDER
WITH SEAL AND ADDRESS

INDEX

CHAPTER	DESCRIPTION	PAGE NO
1	Qualifying Requirements (QR)	03
2	Tender Conditions & General Instructions to Tenderers	04 to 11
3	Details to be filled by the bidder	12
4	Special Conditions of Contract	13 to 14
5	General Conditions of Contract	15 to 19
6	Price Bid	20

QUALIFICATION CRITERIA:

S NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	NOT APPLICABLE	
2	ELIGIBILITY CRITERIA	The 'Similar Work' means the contractor should have successfully completed ' Radiographic Test ' in any industry during the last seven years as on 31.10.2017.	
3	Similar work order document	A work order of any value will be considered for qualification.	

Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.

Note:

1. If you are not able to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
2. BHEL reserves its right to reject the tender because of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
3. In the own name of the bidder only will be considered for the eligibility criteria.
4. The contractor offers of any other unit of BHEL had initiated process for banning or already banned will summarily be rejected.

TENDER CONDITIONS

- 1) Tenders must be submitted in sealed covers and should be addressed to SM / M&S PLG, BHEL/BAP/RANIPET-632406, with full name and address of the tenderer and the name of the work being super scribed on the cover. Late offers & incomplete offers shall become liable for rejection.
- 2) In case of opening day falls on holiday or anything to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You/your authorized Representative may participate in the tender opening
- 3) The tender should be submitted as given below.
 - Cover-1 shall contain the techno-commercial bid (Page 1 to 14) and all relevant documents.
 - Cover-2 shall contain only the price bid. (Part II Page no. 15).

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

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

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

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

If any of the tenders not fulfilling the Qualifying Requirements (QR) or non-submission of valid documents within the time limit prescribed by BHEL, their offer shall be rejected.

The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.

- 5) The Tender documents shall be published in the BHEL Web sites / Govt., tenders web page / CPP Portal. Any clarifications/corrigendum in this regards will be given only through BHEL web-sites & CPP Portal and not in any other mode of communication. Bidders shall visit the web page periodically.
- 6) Contractor shall quote the rate in all the columns against each schedule of the rate schedule enclosed in Rupees & Paisa only. In case of any difference in the rates quoted in figure and in words, the lower of the two rates will be taken as tendered rates. If any column is not filled, the offer shall be rejected.
- 7) All entries in the tender documents should be in ink only. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.
- 8) In case the tenderer finds discrepancies or omissions in any of the tender documents or doubt as to their meaning, he shall at once address the authority inviting the tender, for clarification before tender opening.
- 9) Earnest Money Deposit (EMD) of Rs.432/- (Rupees Four hundred & thirty two only) in the form of Demand Draft (DD) drawn from any nationalized bank, in favor of "BHEL, Ranipet" payable at SBI, Mukundarayapuram Branch (Code 7013) / Pay online (<https://www.onlinesbi.com/prelogin/collecthome.htm>) and enclose the payment details in the EMD cover. However, they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. EMD in any other form will not be accepted. If vendor have their valid MSE Certificate, need not to pay EMD for this work.

10) The tender document without EMD amount will be rejected.

The EMD amount submitted will be retained by BHEL till finalization of the contract. EMD submitted by the successful tenderer will be adjusted against security Deposit, and retained till the valid period of the contract/fulfillment of contractual obligations. EMD given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful tenderer. EMD paid on the name of bidders only acceptable.

“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.”

“No interest shall be payable by BHEL on earnest money or security deposit, if applicable, or any money due to the contractor by BHEL.”

Tenders shall be sealed and superscribed with tender number. Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE” (or) ‘SPEED POST’ (or) ‘COURIER’. These shall be posted with due allowance for any delay in postal delivery. On no account, tenders received after the due date and time fixed for receipt of tenders, will be accepted. EMD by the tenderer will be forfeited if (i) after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within 15 days from the date of LOI/Contract

- 11) Tenders shall be sealed and super scribed with tender number. Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE” (or) ‘SPEED POST’(or) ‘COURIER’. These shall be posted with due allowance for any delay in postal delivery. On no account, tenders received after the due date and time fixed for receipt of tenders, will be accepted.
- 12) Last date & time for the receipt of the tender in the office of the SM / M&S PLG is on 11.12.2017 up to 14:00 Hrs.
- 13) The Techno commercial bid will be opened in the office of the SM / M&S PLG is on 11.12.2017 at 14:30 Hrs in the presence of such of those tenderers who choose to be present.
- 14) BHEL reserves the right to reject the lowest or all the tenders without assigning any reason and to split up the quantity to more than one tenderer.
- 15) If a tenderer expires after the submission of the tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.
- 16) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 17) Tenderer will have to produce current Income Tax Clearance Certificate from the Income Tax Officers concerned along with their tenders. The tenderers whose income is not taxable will be required to give an affidavit on their income in the proper form.
- 18) The tenderer should produce certificate of credit worthiness along with particulars of cash credit/overdraft/Bank Guarantee/solvency facilities for limits enjoyed by them and the extent of the utilization so far from their bankers.
- 19) Tender documents will be issued only to the concerned party or their authorized representative and to be submitted by the same party. This tender schedule is not transferable under any circumstances.
- 20) All tenders shall reach M&S DPT on or before the specified scheduled date & time. Tenders submitted after the due date will not be considered. BHEL is not liable for loss/damage/delay of the tender documents in transit.

- 21) The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
- 22) Tenderers should read the tender documents, general terms and conditions thoroughly and to be acknowledged by signing at the bottom side in all the documents papers and the same may be submitted.
- 23) If tenderer have any question arises about the tenders, they may please get it clarified from M&S DPT during week days from 08.00 to 16.00 hrs with the under signed.
- 24) The validity of the offer shall be 90 days from the date of tender opening.

25) Multiple Bids:

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

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition; "Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

26) 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.

27) 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)

- 28) **SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract".
- 29) "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."
- 30) **Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.**

GENERAL INSTRUCTIONS TO TENDERERS

1. BHEL Ranipet is in the process of outsourcing Radiographic Testing Work at open yard inside the factory premises (if required).
2. NDE Inspection agency should maintain an international codes and standards such as ASME Section V, VIII etc.
3. Contractor has to use his own consumables like RT film, chemicals etc.,
4. The exposures taken must be developed and made ready for evaluation at the earliest.
5. Contractor shall submit the details of all the equipment's and technical facility available with him.
6. Contractor will submit the photocopy of the certificate of approval by AERB for certified radiographers and produce the original during the negotiation if he is called. Contractor should ensure that the validity of personnel is maintained during the execution of the contract. Source movement letter also to be submitted after getting the contract.
7. The contractor shall radiograph the components as per the instructions given by BHEL to suit the quality requirements and shall evaluate the radiographic results furnished to BHEL in the required format/register. The radiographs shall be acceptable to BHEL.
8. The contractor shall arrange his own radiography camera and film processing equipment for the dark room.
9. Contractor should ensure all the safety aspects & OHSAS requirements.
10. The Contractor should paint or punch the X-ray numbers given by the company on each job with the radiography segment.
11. Contractor's personnel should prepare reports of radiography in BHEL's ORACLE systems / manual reports as per the instruction of BHEL NDTL personnel.
12. The contractor shall employ trained technicians who shall be in the film badge services of BARC and the statutory rules and regulations stipulated by BARC shall be observed very strictly by the contractor.
13. Contractor shall replace and when it below 3 curies.
14. After completion, the contractor should submit radiation safety reports (including shield integrity of camera, deployed cameras, area & personnel monitoring etc.,).
15. Contractor shall mark the defective region on the weld after evaluation of radiographs using the tracings with appropriate color paint on the respective job.
16. Contractor shall provide RT Camera along with operator for Normal Working Hours – 8 AM to 4.30 PM and 4.30 PM to 1 AM (as and when required by BHEL for Radiography of jobs). In case of urgent / emergency work personnel should be available 24 hours.
17. **SCOPE OF WORK:**
18. There may be a variation in the estimated no of joints depending upon pipe line works.
19. Radiographic Examination to be carried out as per BHEL NDE procedure or as per the instruction of NDTL personnel.
20. The consumable used shall be of BHEL Approved make.

21. **The Vendors are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.**
22. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted. Belated/late offers and incomplete offers shall become liable for rejection.
23. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
24. Tenders not submitted on the prescribed forms will be rejected.
25. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, housekeeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
26. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the vehicle in accordance with the instructions of the Sr. Manager/M&S PLG, the EMD amount will be forfeited by BHEL RANIPET and acceptance of his tender will be withdrawn.
27. M/s. Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
28. Before submitting the quotation, the tenderers are advised to get clarified the doubts relevant to submit their offer.
29. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
30. The contractor's responsibility under this contract shall commence from the date of issue of LOI /WORK ORDER by BHEL.
31. (i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.
32. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
33. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
34. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
35. Words imparting the singular number shall also have deemed to include the plural number and vice versa where the context to requires.
36. The expenses for completing and stamping the agreement shall be to the contractor's account and to be carried out immediately as demanded by BHEL.
37. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. Concerning matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.

38. Tenderers shall not increase their quoted rates at any point of time.
39. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
40. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
41. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
42. In case the addressee is not interested in submitting quotation, the addressee should return all the tender papers with a covering letter stating that he is not interested in this tender.
43. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
44. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
45. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.
46. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
47. In case negotiation is found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
48. BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 49. Considering the nature of work and the contract is not divisible, the contract will be awarded to single party only. The overall value with tax (cost to BHEL) will be considered for ranking.**
50. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
51. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.
52. In the event of awarding of work, the performance of the tenderer of contract will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
53. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
54. The Successful Tenderer shall agree to the following conditions:

Contractor shall indemnify and keep indemnified BHEL, its other contractors and /or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

 - a. Breach of law by the Contractor, or any of its sub-contractor, or any of their respective

- employees.
- b. Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - c. failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
 - d. Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

55. Discrepancy in “words” & “Figures”

- e. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- f. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- g. 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 prevailing subject of (a) and (b) above.
- h. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

59. Proof of MSE Certificate:

The vendors have their MSE Certificate, EMD need not to pay for this work. MSE suppliers can avail the intended benefits 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 EMII) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) 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 last 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 deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazettes officer. All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration. a) Valid NSIC certificate or b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9(ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head This is to 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) dt:.....Category:.....(Micro/Small).(Copy enclosed) Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year 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 October 5, 2006: Rs..... Lacs 2. For Service 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..... Lacs (Strike off whichever is not applicable) The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for..... Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006. Or The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name: Membership number:

Seal of Chartered Accountant:

DETAILS TO BE FILLED BY THE BIDDER

1a	Name of applicant	
1b	Full address	
1c	Nationality	
1d	Email Cell Phone Fax	
2	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
3	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
4	PAN no and documentary proof (Photo copy has to be enclosed)	
5	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy has to be enclosed)	_____
6	Applicable GST quoted: Note: Please refer clause no. (page no. 012 of important note to bidders of this Tender regarding GST	Central tax@ _____% State tax@ _____% Integrated tax@- _____% Union territory tax@ _____%

SPECIAL CONDITIONS OF CONTRACT

1. Work Instructions are to be obtained from respective M&S Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents.
2. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
3. The safety equipment required to be provided by the contractor for their workmen. It is the responsibility of the contractor not only to provide the work force with such safety equipment at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by withholding the amount recommended by M&S /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to give declaration that BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly. This undertaking shall be given prior to the execution of the contract.
4. The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrollment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
5. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
6. The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamil Nadu Government under the minimum wages Act effective from 01.04.1996 applicable for Engineering and Fabrication industry from time to time.
7. Any increase in wages paid to the workers on account of revision by T.N. Government subsequent to the award of contract and or during any time of execution of the contract WILL NOT BE REIMBURSED TO THE CONTRACTOR at actual. The contractor has to foresee such eventuality in advance and quote the rates accordingly.
8. The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.

9. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM / M&S & MTD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

10. RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/M&S & MTD or his authorized officials and continues in that state after a reasonable notice from AGM/M&S & MTD or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of M&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/M&S & MTD or the same shall be recovered from the Contractor by other means.

11. FORCE MEJEURE CLAUSE: -

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/M&S & MTD subject to prompt notification by the contractor.

GENERAL CONDITIONS OF CONTRACT

1. ARBITRATION: -

All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred. And that disputes will be resolved by an arbitrator nominated by the Unit Head of BHEL Ranipet.

ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.

iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.

a) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.

2. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.

3. **SIGNING OF CONTRACT: -** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

4. All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

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

6. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

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

8. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

9. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.

10. SECURITY DEPOSIT:

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 2% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

11. 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:

Cash (as permissible under the extant Income Tax Act),

Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

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) 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).

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected 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.

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. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

EMD of the successful tenderer will be converted and adjusted against security deposit.

EMD and security deposit shall not carry any interest.

Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction.

12. PAYMENT TERMS:

100% payment shall be made by BHEL based on actual quantity execution against the invoices/bills (in Triplicate) duly certified by the user department. 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.

13. LD CLAUSE: If any delays to be completed the service work more than contract period, the penalty will be attracted on pro – rata basis on service charges and will be recovered including holidays.

NOTICE OF ACCIDENT:

1. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report, submit the Engineer In-charge immediately, and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
2. The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
3. The contractor shall ensure that their workmens are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
4. The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 1.75% of wages to be recovered from his/her workmen and 4.75% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise
5. The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
6. The contractor shall ensure that his/her workers are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
7. All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13.36% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
8. The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
9. The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
10. In case of non-compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
11. Non-exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

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.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
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.

Input Tax Credit

7. 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.

Penalty for Non-compliance of GST Act

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

Other Provision

12. 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. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (Part-B).
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. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

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

SAFETY RULES

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment is such as gloves, boots, helmets etc., must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor workers found violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

BILL OF QUANTITY**PRICE BID**

Name of work : Radiographic Testing on LOX Tank Stainless Steel Tube Weld Joints.

Contract Period : 15 Days.

Tender Notice : 9721MS17019E, DT: 27.11.2017.

SL. NO.	DESCRIPTION	Rate per Joint in Rs
01	Testing of LOX tank stainless steel tube weld joints with the different sizes (1/2", 3/4", 1", 1 1/2" & 2") Appr qty 60 nos of joints.	
02	Sub Total	
03	Central Tax@_____	
04	State Tax@_____	
05	Integrated Tax@_____	
06	Union Territory@_____	
07	Total Amount	

Scope of contractor: Camera, Development of film & Consumables etc.,