

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>TENDER DOCUMENTS</b> Page 1 of 15  <b>BAP/ERN /DURGAPUR/APH/MH :C: 337A</b>
<h1><b>TENDER DOCUMENT</b></h1>		

Tender Notice No	<b>BAP/ERN /DURGAPUR/APH/MH :C: 337A</b>
Name of work	Material Handling work: Involving receipt, unloading, stacking, issue of materials, for the Erection & Commissioning of complete renovation & modernization of RAPH of Both Units of Durgapur Captive Power Plant - II (2 x 60 MW) Dist.- Paschim Bardhaman,West Bengal, using contractor's own tools and plants, cranes , consumables, manpower etc.
Type of tender	Open tender.
Period of contract (ref Cl.17 in Page 12)	12 (Twelve ) Months
Earnest Money Deposit (EMD) Amount (ref Cl.2 in Page 4)	<b>Rs. 43,610/-</b> (Rupees Forty Three Thousand Six Hundred and Ten only)
Last date & Time for Receipt of the Tender (ref.: Cl. 3 in Page 4)	<b>29-Dec-2020 at 14.30 Hrs.</b>
Date of Technical bid Opening (Cl. 3 in Page 4)	<b>29-Dec-2020 at 14.30 Hrs.</b>
<p><b>(Please obtain updated information from the BHEL website about the latest applicable dates &amp; other changes if any in the tender contents)</b></p>	
Date of Price Bid Opening (Ref. Cl. 27 in Page 6)	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in Erection Services Department (Nearer to East-Gate), BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	<b>The Sr.DGM / Erection Services Department</b> <b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>RANIPET, VELLORE DISTRICT</b> <b>TAMIL NADU- 632 406.</b>
Venue of the Tender Opening	Office of Sr.DGM/ES Dept./BHEL/BAP/Ranipet.
<p><b>Note:</b> All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (<a href="http://www.bhel.com">www.bhel.com</a> &gt; <b>Tender notifications</b> &gt; <b>view corrigendum</b>) and CPP Portal only and not in the newspapers. <b>Bidders shall keep themselves updated with all such developments.</b></p>	



**TENDER SPEC.: No : BAP/ERN /DURGAPUR/APH/MH :C: 337A**

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### **SPECIAL INSTRUCTIONS TO BIDDERS**

**Page 01 of 01**

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

**THE Sr. DY. GENERAL MANAGER,  
ERCTION SERVICES  
BHARAT HEAVY ELECTRICALS LIMITED,  
BOILER AUXILIARIES PLANT,  
RANIPET – 632 406.**  
Phone No.:04172 - 241171 / 284973 / 284554  
Fax : 04172 - 242011  
E- mail : [plramana@bhel.in](mailto:plramana@bhel.in)



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

**TENDER DOCUMENTS**

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## **NOTICE INVITING TENDER**

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

**TENDER SPEC.: No : BAP/ERN /DURGAPUR/APH/MH :C: 337A**

1. **NAME OF THE WORK:** Material Handling work: Involving receipt, unloading, stacking, issue of materials, for the Erection & Commissioning of complete renovation & modernization of RAPH of Both Units of Durgapur Captive Power Plant - II (2 x 60 MW) Dist- Paschim Bardhaman. West Bengal, using contractor's own tools and plants, cranes, consumables, manpower etc.
2. **EARNEST MONEY DEPOSIT: Rs. 43,610/-** (Rupees Forty Three Thousand Six Hundred and Ten only)  
2.1 **Earnest Money Deposit (EMD)** : Every tender must be accompanied by the prescribed amount of earnest money deposit.
3. **Tender Document Charges (Non-refundable)**
  - a. If the bidder downloads the tender documents from the website, then Rs.1180/- shall be paid by the bidder.
  - b. If the bidder requested for tender documents through post, then Rs.1770/- shall be paid by the bidder
4. **Mode of payment** of Earnest money deposit (EMD) & Tender Document charges
  - i. **Electronic Fund Transfer** credited in BHEL account No.10664849171 SBI-Mukundarayapuram, IFSC Code: SBIN0007013 (before Technical-Bid of tender opening)
  - ii. Along with the tender in the form of pay order or **DEMAND DRAFT** drawn in favor of M/s BHARAT HEAVY ELECTRICALS LIMITED **payable at RANIPET**.
  - iii. **Cash deposit** as permissible under the extant Income Tax Act (before tender opening)
  - iv. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as detailed in the companies Act (FDR should be in the name of the contractor A/c BHEL)
5. One Time EMD remitted at any other BHEL Unit / Power Sector **will not** be considered.
  - a. **An offer / bid that is not accompanied by the requisite EMD amount is liable to be summarily rejected.**
  - b. **MSME/NSIC registered parties are also required to submit the EMD for the full value and no exemption is applicable.**
6. **TENDER SCHEDULE:**

a.	SALE OF TENDER SPECIFICATION DOCUMENTS	<b>08-Dec-2020 to 29-Dec-2020</b>
b.	PRE- BID MEETING	<b>Not applicable</b>
c.	DUE DATE AND TIME FOR SUBMISSION OF OFFER	<b>29-Dec-2020 at 14.30 Hrs.</b>
d.	DATE & TIME OF OPENING OF TECHNICAL BID	<b>29-Dec-2020 at 14.30 Hrs.</b>

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

7. **PRE BID MEETING:** Not Applicable
8. **OPENING OF TENDER :** Technical bids will be opened on the mentioned date at the office of the Sr.Dy. GENERAL MANAGER, ERECTION SERVICES DEPARTMENT, BAP., BHEL, Ranipet.
- 8.1 In case the opening of the tender is, a non-working day then the opening will be take place on the next working day.

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<p><b>9.</b> Tender specification documents with complete details are hosted in web page (<a href="http://www.bhel.com">www.bhel.com</a>). Bidders can directly download the same and use for submission of offer. Tender document charges shall be paid to BHEL along with or before submission of offer.</p> <p><b>10.</b> Interested bidders may alternately collect hard copy of tender specification documents from Erection Services Dept / BHEL / Ranipet on all working days (between 10.00 to 14.00 hrs) within the sale period on payment of tender document charges.</p> <p><b>11.</b> BHEL will not take any responsibility for delay/loss of documents or correspondence sent by courier/post.</p> <p><b>12.</b> Acceptance of any bid shall be subject to the approval by BHEL's Customer.</p> <p><b>13.</b> BHEL reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.</p> <p><b>14.</b> All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in (a) the web page (<a href="http://www.bhel.com/tender/tender_home.php">http://www.bhel.com/tender/tender_home.php</a>- view corrigendum) and (b) The Central Public Procurement Portal only and not in the newspaper. Bidders shall keep themselves updated with all such developments.</p> <p><b>15.</b> BHEL reserves the right to reject any offer on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.</p> <p><b>16.</b> BHEL will operate CPSE purchase preference policy as applicable(to be read with cl.5.3 above).</p> <p><b>17.</b> <b><u>QUALIFYING REQUIREMENTS (QR):</u></b> The Bidder must satisfy the following Qualification Criteria for participating in the Tender.</p> <p>17.1 The average financial turnover of the company during the last 3 years, ending 31st of March 2020, should be at least of <b>Rs.6.54 Lakhs</b> and the bidder should submit audited balance sheet and profit &amp; loss account for the last three financial years (FY) ending on 31/03/2020 duly certified by charted accountant /auditor.</p> <p>17.2 Experience of having successfully completed either of the following similar works during last 7 years ending 30-Nov-2020. (In case if the said scope of works is combined with any other scope of works the value applicable for the scope of work covered in the tender shall be clearly spelt out)</p> <p>a. One similar completed works costing not less than the amount equal to Rs 17.44 Lakhs. (Or)</p> <p>b. Two similar completed works costing not less than the amount equal to Rs.10.90 Lakhs (Or)</p> <p>c.Three similar completed works costing not less than the amount equal to Rs.8.72 Lakhs</p> <p>17.3 <b>Definition of Similar work:</b> Material handling and (or) Erection works in any power plants /factories/industries.</p> <p>17.4 A bidder must satisfy all the qualifying requirements enumerated as in (17.1 and 17.2) above concurrently in order to qualify to participate in this tender.</p> <p>17.5 The bidders to note that possession of provident Fund (PF) code is not a pre-condition for participation in the tender. However, the successful bidder should ensure to get the PF code for the employees engaged for this work.</p> <p><b>18</b> <b><u>Supporting documents for QR:</u></b></p> <p style="padding-left: 20px;"><b>Bidder shall submit documents in support of possessing qualifying requirements as under, duly self-certified and stamped by the authorized signatory.</b></p> <p><b>19</b> List of jobs done with the name of the project, Owner of the project, Name of the customer, Work order reference No and date, brief details of jobs, executed value, date of start, date of completion.</p> <p><b>20</b> Certified Photocopies of work orders issued by the Customer containing details of bill of quantities/schedule of rates and certificates for proof of satisfactory completion of work.</p> <p><b>21</b> Certified Photocopies of Audited profit and loss account accompanied by relevant schedules for turnover figures.</p> <p><b>22</b> <b>Seeking clarification on Tender Specification:</b> Clarifications, if any shall be sought through written communication only, indicating the specific clauses in the Tender Document, so as to reach the specified office at least seven days before the last date for bid submission. BHEL shall not be responsible for</p>			

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receipt of queries after the due date for seeking of clarification due to postal delay. Any clarification / query received after the last date for seeking the same may not be normally entertained by BHEL and no time extension will be given.		
<b>23</b> BHEL may decide holding pre-bid meeting (PBM) with any /all intending bidders. On such communication from BHEL, the bidder shall ensure participation in the same at the appointed time, date and place as may be decided by BHEL. <b>Bidders are advised to visit the site and completely familiarize themselves with the site conditions.</b>		
<b>24</b> All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the checklist. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender specification (Forms and Formats). The bidder may have to produce original documents for verification, if so desired by BHEL.		
<b>25</b> Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected		
<b>26</b> All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the checklist. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender specification (Forms and Formats). The bidder may have to produce original documents for verification, if so desired by BHEL.		
<b>27</b> Offers received with any deviation or without relevant information are liable to be rejected.		
<b>28</b> Price bids received in any form other than prescribed in Part-II (PRICE BID) are liable to be rejected.		
<b>29</b> <b>VALIDITY OF OFFER:</b> The validity of the offer shall be 180 days from the date of bid opening (including extensions, if any). No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.		
<b>30</b> <b>LIQUIDATED DAMAGES:</b> If the Contractor fails in the due performance of the contract to Unload any vehicle within 48 Hrs of reporting, Liquidated damages at the rate of 0.5% per week of delay or part thereof would be levied on the value of the contract. If the contractor fails in the due performance of the contract to deploy Man Power Supply as per the contract, any unauthorized-absence of one or more persons, resulting loss to BHEL in the opinion of site engineer, Liquidated Damages at the rate of 0.5% per Week of delay or part thereof would be levied on the value of the contract. The Contractor's liability for the delay in "Material Handling" and "Man Power Supply" shall not in any case exceed 10(Ten) percent of the value of the work order. In addition BHEL reserves the right to resort to unloading of the vehicle immediately and deploy Man Power through alternate sources at the cost and risk of the contractor.		
<b>31</b> <b>BID EVALUATION :</b> The offer submitted by bidders who meet the requisite Qualifying Requirements will be evaluated in two stages, namely Technical- Bid Evaluation and Price Bid Evaluation. The bids, which meet the qualifying requirements, will only be further considered for Price Bid Evaluation.		
<b>32</b> <b>OPENING OF PRICE-BID:</b> Bidders whose technical bids are found acceptable to BHEL shall be intimated separately about the status of their offers. Date of price bid opening shall be intimated to the qualified bidders only.		
<b>33</b> <b>PRICE BID EVALUATION CRITERIA:</b> The successful bid shall be based only on the total quoted value for the entire scope of work, in the sealed "Price bid".		
<b>34</b> The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site " <a href="http://www.bhel.com">www.bhel.com</a> ".		
<b>35</b> <b>EPF registration:</b> Bidders should furnish the EPF code and registration details along with the bid. Bidders who have not registered and do not possess EPF code, if awarded the work, should immediately register and obtain the code.		

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<b>36 ORDER OF PRECEDENCE:</b> In the event of any ambiguity or conflict between the clauses / statements in Tender Documents, the order of precedence shall be in the order below.		
a. Amendments / clarifications / corrigenda / errata etc. issued. b. Notice Inviting Tender (NIT) c. Price Bid d. Technical Conditions of Contract e. Special Conditions of Contract f. General Conditions of Contract forms & Procedures		
<b>37</b> In the event of any conflict between requirements of a clause/s of this specification /documents/drawings/data sheets etc. and different standards / codes specified, the same is to be brought to the notice of BHEL before submission of offer; else, BHEL's interpretation shall prevail.		
<b>38</b> Typographical error/missing pages/other errors in the tender documents noticed, must be brought to the knowledge of BHEL in writing before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.		
<b>39</b> <b>Multiple Bids:</b> 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:		
39.1 Two bids by the same party. 35.2 If one bidder is the Affiliate of another bidder.		
For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;		
"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."		
<b>40</b> <b>Fraud Prevention Policy:</b> The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.		
<b>41</b> <b>Suspension of Business Dealings:</b> 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 <a href="http://www.bhel.com">http://www.bhel.com</a> . ( <a href="http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf">http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf</a> )		
<b>42</b> MSME/NSIC registered parties are also required to submit the EMD for the full value and no exemption is applicable.		
<b>43</b> <b>SET OFF Clause:</b> "BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from		
<b>44</b> Offer submitted in response to this NIT confirms your unqualified, unconditional acceptance of all Terms & Conditions of this NIT and its annexures (Any conditional / incomplete /unsigned bid shall be regarded as non-responsive and would be liable to be rejected.).		
<b>45</b> BHEL reserves the right to assess Bidder's Capacity and Capability		
<b>46</b> Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.		
<b>47</b> Cost of bid preparation along with supporting documents as called for and submission of the same is to bidders account		
<b>48</b> In case if the contractors working in the same project site, while quoting for this tender shall provide separate set of Tools & Tackles, Man Power etc and shall not mix with the facilities already available in the other contract.		

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	<b>Annexure on: Terms and Condition w.r.t GST</b>			
<b>Registration &amp; GST Rate</b>				
<p>1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).</p> <p>2. Tender will be considered/ accepted, if &amp; only if the vendor has a valid GST Registration No.</p> <p>3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.</p> <p>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.</p> <p>5. <b>Invoicing &amp; Payment</b> The Tax Invoice for supply of Goods &amp; Services should be raised as per the provision of GST Act &amp; Rules and must compulsorily mention the following :-</p> <p style="padding-left: 20px;">Durgapur, West Bengal GSTIN of BHEL Nodal Agency 19AAACB4146P6Z7</p> <ul style="list-style-type: none"> <li>a. HSN Code or Service Accounting Code for supply of goods or services.</li> <li>b. Name &amp; address of supplier</li> <li>c. GSTIN of Supplier</li> <li>d. Consecutive Serial No. &amp; date of issue</li> <li>e. Description of goods or services</li> <li>f. Total value of supply</li> <li>g. Taxable value of supply</li> <li>h. x Rate – Central Tax &amp; State Tax or Integrated Tax, Cess</li> <li>i. Amount of Tax charged</li> <li>j. Place of supply</li> <li>k. Address of delivery if different from place of supply</li> <li>l. Signature of authorized signatory</li> </ul> <p>6. <b>Reimbursement of GST</b> to the vendor is contingent upon complying with the following condition by the service provider: -</p> <ul style="list-style-type: none"> <li>i. Uploading the onward GST Return (<b>GSTR-1</b>) in GSTN Network portal within the statutory time period.</li> <li>ii. Discharging the GST tax liability to the Government.</li> <li>iii. Submission of Tax Invoice to BHEL.</li> <li>iv. Submission of proof of payment of GST to BHEL.</li> <li>v. Availment of Input Tax Credit by BHEL.</li> </ul> <p>7. <b>Input Tax Credit:</b> 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 &amp; penalty levied/ leviable.</p> <p>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 &amp; penalty levied/ leviable on BHEL.</p>				

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9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).														
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.														
11. <b><u>Penalty for Non-compliance of GST Act:</u></b> Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.														
12. <b><u>Anti-profiteering Measure:</u></b> 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. <b><u>Other Provision:</u></b> The agency should quote the applicable taxes and duties in the technical bid (Part-I) as well as in price bid (Part-II).														
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).														
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.														
16. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.														
The following details to be furnished by the bidder:														
<table border="1"> <thead> <tr> <th>S.No</th><th>Details</th><th>To be filled by the bidder</th></tr> </thead> <tbody> <tr> <td>1</td><td>GSTIN No. (Copy to be enclosed)</td><td></td></tr> <tr> <td>2</td><td>PAN No (Copy to be enclosed)</td><td></td></tr> <tr> <td>3</td><td>HSN Code &amp; SAC Code (Copy to be enclosed)</td><td></td></tr> </tbody> </table>			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)	
S.No	Details	To be filled by the bidder												
1	GSTIN No. (Copy to be enclosed)													
2	PAN No (Copy to be enclosed)													
3	HSN Code & SAC Code (Copy to be enclosed)													
The bidder has to submit this document along with their offer after duly signed & sealed by the authorized person.														
<b>SIGNATURE OF THE CONTRACTOR</b>														

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>TENDER DOCUMENTS</b> Page 10 of 15  <b>BAP/ERN /DURGAPUR/APH/MH :C: 337A</b>
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## 1. PROCEDURE FOR SUBMISSION OF SEALED TENDERS

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

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**TENDER SPEC.: No : BAP/ERN /DURGAPUR/APH/MH :C: 337A**

### **PROJECT INFORMATION**

1. Purchaser and Owner : **NSPCL Durgapur CPP-II**  
(A Joint Venture of NTPC & SAIL )

2. Location : Durgapur Captive Power Plant  
DURGAPUR,  
Paschim Bardhaman Dist,  
West Bengal.

**3. Road:** The Grand Trunk Road and the main Kolkata-Delhi railway line pass through Durgapur

**4. Railway Station:** Waria Railway Station, 5 km from Durgapur city in West Bengal

**5. Airport:** Durgapur

**6. Units operational :** 2X60 MW

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

O-o-o-o-o-o-o-o-o-O

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>TENDER DOCUMENTS</b> Page 12 of 15  <b>BAP/ERN /DURGAPUR/APH/MH :C: 337A</b>		
	<b><u>TENDER SPECIFICATION</u></b>			
TENDER SPEC. No: BAP/ERN /DURGAPUR/APH/MH :C: 337A				
<p><b>SCOPE OF WORK:</b> Material Handling work, Involving receipt, unloading, stacking, issue of materials, for the Erection &amp; Commissioning of complete renovation &amp; modernization of RAPH of Both Units of Durgapur Captive Power Plant - II (2 x 60 MW) Dist- Paschim Bardhaman. West Bengal, using contractor's own tools and plants, cranes , consumables, manpower etc and providing of Man Power Supply assistance for BHEL-Site-Office at Durgapur-CPP.</p> <p><b>1.0</b> The detailed scope of work is further enumerated herein under and in the SPECIAL CONDITIONS OF CONTRACT.</p> <p><b>1.1</b> <b>Hiring / providing of the required number of Mobile Cranes (12MT / 14 MT) is in the contractor's scope of work.</b></p> <p><b>1.2</b> <b>Maximum Weight of a single component to be handled shall be 8 MT.</b></p> <p><b>1.3</b> <b>The list of Major Tools &amp; Tackles to be deployed at site is given in Annexure-I.</b></p> <p><b>1.4</b> <b>The details of labor assistance for BHEL site office is given in the Special conditions of contract, section-IV.</b></p> <p><b>1.5</b> The scope of work shall include providing the required quantity of wooden sleepers and proper stacking of materials after receipt / verification as per instructions of BHEL site Engineer.</p> <p><b>1.6</b> BHEL / Customer stores / storage yard shall be close to the working area.</p> <p><b>1.7</b> After completion of unloading work, all the materials/equipment removed/shifted shall be placed back in their original locations or at locations as instructed by BHEL.</p> <p><b>2.0 ROUND THE CLOCK WORK:</b> The ESP replacement work is to be carried during shutdown of the running plant and the relevant works have to be completed within the planned shutdown. This will call for executing unloading work with enhanced resources and round the clock. The contractor shall provide labor amenities, necessary safety gadgets etc for the manpower during late hours. The bidder shall consider all such contingencies in their offer.</p> <p><b>3.0 SITE LOCATION:</b> Please see project information sheet.</p> <p><b>4.0 TOOLS &amp; TACKLES:</b> It may be noted that <b>BHEL will not provide</b> any cranes, trailers / trucks / tractors, tools and plants for execution of the work. All required resources including derricks, winches, wire ropes and tackles, etc are to be arranged by the contractor only. The contractor at no extra cost to BHEL shall arrange higher capacity crane/s required for completion revamping work within the stipulated period. The quoted the rate shall consider all the eventualities that may arise during such works.</p> <p><b>5.0 CONSTRUCTION POWER &amp; WATER:</b> Required power and water for the contractors use at site shall be provided by BHEL on FREE OF CHARGE at one point only (within 500m). Necessary power cabling from the source to distribution boards, energy meters etc. and distribution pipe lines to different locations of water point with taps, valves etc., shall be provided by the bidder at his cost.</p> <p><b>6.0 HEALTH, ENVIRONMENT AND SAFETY:</b> The contractor shall follow good safety practices at the site. All personnel shall be provided the required safety protective gear and contractor to ensure that they are used. Safety training to be provided to all personnel at the site. In addition, the prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of M/s Durgapur-CPP project site rules, prevailing labour laws enforced by local authorities, labour regulations, movement of labour / vehicles inside the plant area, time keeping systems etc., in force and other local political conditions shall be studied before submission of this budgetary offer. The bidder shall submit a write-up, along with the Technical-bid, on the HSE procedures to be adopted subject to modification and acceptance by BHEL, covering at minimum Personal Protective Equipment such as helmets, hard shoes, goggles, gloves, etc, safety training to staff and labour, daily safety pep talks &amp; inspections, safety sign boards, housekeeping procedures, etc.</p> <p><b>7.0 COMPLIANCE TO STATUTORY REQUIREMENTS:</b> It is the responsibility of the contractor to obtain the required labour license from the appropriate authorities before commencement of work.</p> <p><b>8.0</b> The contractor shall comply with all State/Central Laws, Statutory Rules, Regulations etc. inclusive of those regarding Labour and Industrial Laws which are applicable from time to time and shall comply with the</p>				

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provision of the same Labour Legislation, Rules and Regulations framed under the provision of Employees' Provident Fund and Miscellaneous Provision Act 1952, ESI registration, Labour License etc.		
<b>8.1</b>	Minimum Wages to be paid by the contractor to their workers prescribed by the state/Central Govt. under the minimum wage Act 1948. <b>Any increase in minimum wages/ statutory requirements, during the contract period, will have to be borne by the contractor.</b> The statutory requirements like PF, ESI will be applicable for the actual total wage per month. Bonus amount will be as per bonus act. Earned leave payment as per act. <b>Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon. The contractor has to pay the wages to their workers through worker's Bank account only.</b>	
<b>8.2</b>	The Contractor shall remain liable for the payment of all wages or other moneys to his work-men or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.	
<b>8.3</b>	ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI website.	
<b>8.4</b>	The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in- charge. If the evidences are not shown, further bills of the contractor will not be paid.	
<b>8.5</b>	BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.	
<b>8.6</b>	The workers" particulars such as Name, Age, Father's name, address, Phone no,etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register	
<b>9.0</b>	<b>Compensation:</b> BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which in attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.	
a).	Victim: Any person who suffers permanent disablement or dies in an accident as defined below.	
b).	Accident Any death or permanent disablement resulting solely and directly from any unintended and unforeseen injuries occurrence caused during project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trail operation, performance guarantee testing undertaken by the company or during any works at project sites	
c).	Compensation in respect of each of the victims:	
i).	In the event of death or permanent disability resulting from loss of both limbs Rs.10,00,000.00 /- (Rupees Ten Lakhs only).	
ii).	In the event of other permanent disability Rs.7,00,000.00 /- (Rupees Seven Lakhs Only).	
d).	Permanent Disablement that is classified as permanent total disablement under section 2(1) of the Employees' Compensation Act ,1923	
<b>10.0</b>	<b>SITE MANAGEMENT :</b>	
a).	The contractor shall arrange to print all materials management forms, daily labour progress reports, and all other forms & reports etc., as indicated / instructed by BHEL and customer's HSE plan and project site rules. The Contractor shall depute well experienced site engineers who shall liaise with BHEL and clients, coordinate all resources and complete the work satisfactorily.	
b).	Work Progress Reports shall be accompanied by Photographs (both hard & soft copies) as directed by BHEL Engineer at site.	
<b>11.0</b>	<b>MOBILISATION ADVANCE : No advance payment</b> towards mobilization of site operation or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.	
<b>12.0</b>	<b>FIRM PRICE :</b> The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates or price escalation is allowed under any circumstances.	

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<b>13.0 VARIATION IN QUANTUM OF WORK</b> : The details of quantum of work are indicated in the rate schedule which is only approximate and is likely to vary to the extent of PLUS or MINUS 15% of the scheduled quantities, as per site conditions		
<b>14.0 EARNEST MONEY DEPOSIT (EMD)</b> : The EMD amount to be remitted along with the offer and the mode of remittance shall be as indicated in the "Notice Inviting Tender".		
<b>15.0 SECURITY DEPOSIT (SD)</b> : The successful bidder shall within the time specified in the letter of intent deposit the required amount of security deposit. The SD shall be as per clause 1.8 of General Conditions of Contract (GCC).		
<b>16.0 TAXES AND DUTIES</b> : The tenderer shall not include <b>GST</b> in their quoted rates. The <b>GST</b> rates and its working shall be indicated separately in the price bid. The successful tenderer shall register themselves with the GST authority in the state of West Bengal.		
<b>16.1 Procedure for reimbursement of GST (PI refer to the Annexure of T&amp;C of GST)</b> : The GST shall be reimbursed against documentary evidence. The current rate of GST is @ 18% of taxable service rendered.		
<b>17.0 PAYMENT TERMS</b> : All payments for the works completed shall be paid based on bills raised by the contractor as payment terms and certified by Engineer-in-Charge of BHEL. <b>Payment will be made within a period of 30 days from the date of submission of bills along with all the enclosures as called for by BHEL. Payment will be only through e-payment</b> (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges as per BHEL terms of payment.		
<b>17.1. Payment terms for item no. A01 shall be as below:</b>		
i. 75% of the rate shall be paid on prorata basis after unloading of the materials.		
ii 20% of the rate shall be paid on prorata basis after materials are duly stacked		
iii Balance 5% will be released after completion of the contract in full and certified by BHEL Engr.		
<b>17.1. Payment terms for item no. A02 to A08 shall be as below</b>		
i. 95% of the contract rate will be paid on prorata basis for the Man Months/ Months of services provided against each item as certified by BHEL Engineer at site.		
ii. Balance 5% will be released on completion of the entire scope of work under this contract as certified by BHEL Engineer.		
<b>18.0 PERIOD OF CONTRACT / DURATION OF WORK</b> : The total duration for the tendered scope of work is 12 (Twelve ) Months. The time period shall commence from date of receipt of first ESP component at site. The work shall be commenced as per instructions of BHEL site Engineer.		
<b>19.0 LIST OF TOOLS &amp; TACKLES</b> : The list of Tools and tackles, cranes etc proposed to be deployed by the contractor shall be given along with the offer.		
<b>20.0 G.A Drawing</b> : Not Applicable.		
<b>21.0 Accommodation for Contractors' personnel</b> : BHEL shall not provide any accommodation facilities for the contractors' personnel. All the necessary arrangements have to be made by the contractor, outside the Plant premises, at no extra cost to BHEL.		
<b>22.0 EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORKS</b> : Not applicable.		
<b>23.0 OVER-RUN COMPENSATION (ORC)</b> : Not applicable.		
<b>24.0 The following documents enclosed shall also form part of the tender:</b>		
a. List of Major Tools & Tackles to be deployed – (Annexure- I)		
b. General terms and conditions of work (Section I&II u/ref ES:F:010)		
c. Special Conditions of Contract for Material Handling works (BAP:ERN:SCC:MH:01– Section-III)		
d. Special Conditions of Contract – ( Section –IV)		
e. Statutory requirement of contract (Forms & procedure) (ES:F:009 )		

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### ANNEXURE - I

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

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

Sl.No.	Description	Minimum Quantity to be deployed at site
01	Mobile crane ( Minimum 14 MT capacity)	01 No.
02	WOODEN/CONCRETE SLEEPERS	20 Nos.
03	Slings, D-Shackles, Rope etc.	01 Set.

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>UN-Priced-PRICE-BID</b> <b>Page 01 of 01</b> <b>BAP/ERN /DURGAPUR/APH/MH :C: 337A</b>
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**TENDER DOCUMENT**  
(BAP/ERN /DURGAPUR/APH/MH :C: 337A)  
UN-Priced-PRICE-BID  
SCHEDULE OF RATES & QUANTITIES

**SCOPE OF WORK:** Material Handling work, Involving receipt, unloading, stacking, issue of materials, for the Erection & Commissioning of complete renovation & modernization of RAPH of Both Units of Durgapur Captive Power Plant - II (2 x 60 MW) Dist- Paschim Bardhaman. West Bengal, using contractor's own tools and plants, cranes, consumables, manpower etc.

S.No.	DESCRIPTION OF ITEM	QTY	UOM	Weightage in %.
A01	Receipt / Taking Delivery / Unloading, Verification and Stacking of all materials for APH, like Structural, Duct Components / Structures, Dampers, Internals, Including Electrical Items, Panels, Cables and Insulation Materials Etc. at BHEL / Customer's Stores / Storage Yards within the Customer Plant as per specifications from Lorries / Trailers / Trucks Etc.	420.8	MT	23.78
A-02	Round the clock watch & ward for BHEL Storage Yard/ Site Office (12 Months X 01 Man X 3 Shifts)	36	Man Months	48.41
A-03	Providing of a Desk- top PC, a multi-function-printer, data Card with unlimited usage, 1 KVA UPS, Computer Chair Computer Table-complete set as per tech specn mentioned in tender document on monthly rental basis	12	Set Months	1.52
A-04	One Clerk with knowledge of computer operation	12	Man Months	16.14
A-05	An Office boy for BHEL site office.	10	Man Months	10.16
K	<b>TOTAL value for the above scope of work in Indian Rupees</b>			QUOTED
M	<b>GST @ _____ %</b>			
N	<b>TOTAL value for the above scope of work in Indian Rupees inclusive of GST</b>			QUOTED

**SIGNATURE OF BIDDER**

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

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> Boiler Auxiliaries Plant, Ranipet –632 406 ERCTION SERVICES DEPARTMENT	GENERAL CONDITIONS OF CONTRACT <b>ES : F : 010</b>
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**GENERAL CONDITIONS OF CONTRACT**  
**FOR**  
**WORKS**  
**(SECTION – I & II )**

**ES : F : 010**



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

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>GENERAL CONDITIONS OF CONTRACT</b> <b>ES : F : 010</b>
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<b>SECTION –I</b>		
<b>1. GENERAL INSTRUCTIONS TO BIDDERS</b>		
<b>1.1. DESPATCH INSTRUCTIONS:</b>		
<b>1.1.1.</b> This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.		
<b>1.1.2.</b> The tender shall be addressed to Officer inviting tender as indicated in the tender notice.		
<b>1.1.3.</b> Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE “and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered.		
<b>1.1.4.</b> Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.		
<b>1.1.5.</b> The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt in the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.		
<b>1.1.6.</b> Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.		
<b>1.1.7.</b> Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information furnished shall be complete by itself.		
<b>1.1.8.</b> The bidders shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.		
<b>1.1.9. Discrepancy in Quoted Rates:</b>		
a. If, in the price structure quoted, there is a discrepancy between the Unit rate quoted and the Total Price (which is obtained by multiplying the unit price by the quantity) due to arithmetical errors, the Unit rate quoted will be considered valid and the Total price will be corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of decimal point in the unit price. In which case the total price as quoted shall govern and the unit price corrected accordingly.		
b. If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.		
c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.		
d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date before which the bidder has to send their acceptance on the above lines. If the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.		
<b>1.1.10.</b> For the purpose of the tender, the metric system of units shall be used.		
<b>1.1.11.</b> All entries in the tender shall either be typed or be written in ink. Erasers and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the bidder.		
<b>1.2. QUALIFICATION OF BIDDERS:</b> Only bidders who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly submitting details of experience along with the offer. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.		

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>GENERAL CONDITIONS OF CONTRACT</b> <b>ES : F : 010</b> <b>Page No.: 03 of 19</b>
<b>SECTION –I</b>		
<p><b>1.3. DATA TO BE ENCLOSED:</b> Full information shall be given by the bidder in respect of the following. Non- submission of these information may lead to rejection of the offer.</p>		
<p><b>1.3.1. PREVIOUS EXPERIENCE:</b></p>		
<p>A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the bidder indicating the particulars, value of each work, the site location, the duration, date of completion, a list of site locations and particulars and value of various services that are under progress. Information required in Annexure –BI &amp; BII shall be furnished by the bidders along with the offer.</p>		
<p><b>1.3.2. ORGANISATION CHART:</b> The Organisation pattern that is presently available with the bidder and that will be employed by the bidder for this work shall be furnished.</p>		
<p><b>1.3.3.</b> An attested copy of the Power of Attorney, in case the tender is singed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign)</p>		
<p><b>1.3.4. IN CASE OF AN INDIVIDUAL:</b> His full name, address and place and nature of business shall be indicated.</p>		
<p><b>1.3.5. IN CASE OF PARTNERSHIP FIRMS:</b> The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.</p>		
<p><b>1.3.8. IN CASE OF COMPANIES:</b></p>		
<p>Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.</p>		
<p><b>1.3.9.</b> Nature of business carried on by the Company and the provisions of the Memorandum relating thereto shall be furnished.</p>		
<p><b>1.3.10</b> Names and particulars including addresses of the Directors and their previous experiences shall be furnished.</p>		
<p><b>1.3.11</b> A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.</p>		
<p><b>1.3.12</b> In addition to the above, the particulars required in various annexure shall also be furnished.</p>		
<p><b>EARNEST MONEY DEPOSIT:</b></p>		
<p><b>1.4.1.</b> Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.</p>		
<p><b>1.4.1.1. EMD shall be deposited in cash (as permissible under income tax act), Pay order or Demand Draft (payable at Ranipet in favour of “Bharat Heavy Electricals Ltd.”) only. No other form of EMD remittance shall be acceptable to BHEL.</b></p>		

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>GENERAL CONDITIONS OF CONTRACT</b> <b>ES : F : 010</b>
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<p><b>1.4.1.2.</b> In case of payment of EMD in the form of Cash, the amount should be remitted by the bidder to the Cash Office of Bharat Heavy Electricals Limited, BAP, Ranipet-632406 during it's working hours and cash receipt issued shall be enclosed along with the tender.</p> <p><b>1.4.2.</b> Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.</p> <p><b>1.4.3.</b> The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit.</p> <p><b>1.4.4.</b> In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender.</p> <p><b>1.4.5.</b> Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder:</p> <p><b>1.4.5.1.</b> Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.</p> <p><b>1.4.5.2.</b> Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.</p> <p><b>1.4.5.3.</b> After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.</p> <p><b>1.4.5.4.</b> Fails to submit SD as indicated in the Letter of Intent.</p> <p><b>1.4.6.</b> Earnest Money deposit shall not carry any interest.</p> <p><b>1.5. AUTHORISATION AND ATTESTATION:</b></p> <p><b>1.5.1.</b> Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.</p> <p><b>1.6. VALIDITY OF OFFER:</b> The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the bidders.</p> <p><b>1.7. EXECUTION OF CONTRACT:</b> The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form (Annexure-D) with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.</p> <p><b>1.8. SECURITY DEPOSIT:</b></p> <p><b>1.8.1.</b> Upon acceptance of tender, the successful bidder within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL.</p> <p><b>1.8.2.</b> The total amount of Security Deposit shall be <b>5%</b> of the contract value</p> <p><b>1.8.3. The Security Deposit may be furnished in any one of the following forms: -</b></p> <p><b>1.8.3.1.</b> Cash (as permissible under the income tax act).</p> <p><b>1.8.3.2.</b> Pay order, Demand Draft in favour of BHEL.</p> <p><b>1.8.3.3.</b> Local cheques of Scheduled Banks, subject to realization.</p> <p><b>1.8.3.4.</b> Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back). Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).</p>		

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

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

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

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

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

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<p><b>2.7.3.3.</b> Corrupt act of contractor.</p> <p><b>2.7.3.4.</b> Insolvency of the contractor.</p> <p><b>2.7.3.5.</b> Persistent disregards to the instructions of BHEL.</p> <p><b>2.7.3.6.</b> Assignment transfer, sub-letting of the contract without BHEL's permission.</p> <p><b>2.7.3.7.</b> Non-fulfillment of any contractual obligations.</p>		
<p><b>2.7.4.</b> To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.</p> <p><b>2.7.5.</b> To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of 1% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.</p> <p><b>2.7.6.</b> To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.</p> <p><b>2.7.7.</b> To effect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.</p> <p><b>2.7.8.</b> To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.</p> <p><b>2.7.9.</b> To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.</p> <p><b>2.7.10.</b> While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.</p> <p><b>2.7.11.</b> In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.</p>		
<p><b>2.7.12. Cancellation of contract in part or full for contractor's default:</b></p>		
<p>If the contractor:</p>		
<p>a) makes default in commencing the work within a reasonable time from the date of handing over of the site and continue in that state after a reasonable notice from Engineer-in-charge.</p>		
OR		
<p>b) in the opinion of the Engineer-in-charge at any time whether before or after the date / extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-charge</p>		
OR		
<p>c) fails to comply with any of the terms and conditions of the contract or after 7 days' notice in writing with orders properly issued there under</p>		
OR		
<p>d) fails to complete the work order and items of work as per individual dates for completion and clear the site on or before the date of completion or fails to achieve the progress set out in accordance with the provisions of contract.</p>		

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<p>The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue to BHEL, cancel the contract as a whole or in part thereof or only such work order items of work in default from the contract. Whenever the Accepting officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the contractor's risk and cost , provided always that in the event of the cost of completion (as certified by Engineer-in-charge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL. If the cost of completion exceeds, the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by General Manager or the same shall be recovered from the contractor by other means. Engineer-in-charge will have power to take possession of site and materials, constructional plant, implements, stores etc there on.</p>		
<p>In case BHEL completes the work or any part thereof under the provisions of the contract conditions, then such completion is to be taken in to account in determining the excess cost to be charged to the contractor under this condition and shall consist of the cost of materials purchased and / or labour provided by BHEL, with an addition of such percentage to cover superintendence and establishment charges as may be decided by the General Manager, whose decision shall be final and conclusive.</p>		
<p><b>2.7.13.</b> If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or of the contractor's unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance out standing from the contractor, it shall be recovered in accordance with the provisions of the contract.</p>		
<p><b>2.7.14.</b> <b>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.</b></p>		
<p><b>2.8. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.</b></p>		
<p>The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.</p>		
<p><b>2.8.1.</b> As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.</p>		
<p><b>2.8.2.</b> The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.</p>		
<p><b>2.8.3.</b> The contractor shall comply with all state and Centrals Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.</p>		
<p><b>2.8.4.</b> The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.</p>		
<p><b>2.8.5.</b> While BHEL would pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, Inspection Certificate etc., will have to be made by the contractor. However BHEL will not make any payment to Boiler Inspector in connection with contractor's welders qualification/requalification tests etc.</p>		
<p><b>2.8.6.</b> The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation &amp; Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.</p>		
<p><b>2.8.7.</b> The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.</p>		
<p><b>2.8.8.</b> The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.</p>		

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<p><b>2.8.9.</b> The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.</p> <p><b>2.8.10.</b> All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.</p> <p><b>2.8.11.</b> It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractors bills/security deposit in one installment.</p> <p><b>2.8.12.</b> The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.</p> <p><b>2.8.13.</b> In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.</p> <p><b>2.8.14.</b> Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.</p> <p><b>2.8.15.</b> The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.</p> <p><b>2.8.16.</b> All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.</p> <p><b>2.8.17.</b> The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.</p> <p><b>2.8.18.</b> In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.</p> <p><b>2.8.19.</b> No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.</p> <p><b>2.8.20.</b> Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.</p> <p><b>2.8.21.</b> The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.</p> <p><b>2.8.22.</b> Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.</p>		

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<b>2.9. CONSEQUENCES OF CANCELLATION:</b>		
<p>Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.</p>		
<b>2.9.1.</b> In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.		
<b>2.10 INSURANCE:</b>		
<b>2.10.1.</b> BHEL/their customer shall arrange for insuring the materials/properties of BHEL / customer covering the risks during transit, storage, erection and commissioning.		
<b>2.10.2.</b> It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.		
<b>2.10.3.</b> If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.		
<b>2.10.4.</b> If due to contractor's carelessness's, negligence of non-observance of safety precautions damage to BHEL's /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.		
<b>2.10.5.</b> It shall be the responsibility of the contractor to provide security arrangement for the equipment/ materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.		
<b>2.11. STRIKES &amp; LOCKOUTS:</b>		
<b>2.11.1.</b> The contractor will be fully responsible for the entire dispute and other issues connected with his labour. In the event of the contract labour resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its own labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.		
<b>2.11.2.</b> For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.		
<b>2.12. FORCE MAJEURE:</b>		
<b>2.12.1</b> The following shall amount to FORCE MAJEURE:		
Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic and other similar causes over which the contractor has no control.		
<b>2.12.2.</b> If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.		

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## SECTION –II

### 2.13. GUARANTEE:

Even though the work will be carried out under the supervision of BHEL Engineers the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the Engineer for good workmanship and shall rectify free of cost all defects due to faulty erection, detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from Security Deposit/other dues or by other legal means.

### 2.14. ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of BHEL and if General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager, willing to act as such arbitrator.

The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.

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

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final conclusive and binding on all parties to this contracts.

In the event of disputes or differences arising between one public sector and a Government Department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE Office memorandum No.BPE/CL/001/76 MAN/2(1.10)76-BPE(GM-1)dated 1<sup>st</sup> January 1976 or its amendments for arbitration shall be applied.

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

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**ANNEXURE –'D' CONTRACT AGREEMENT**
**AGREEMENT No: BAP: ERN : BHE :**
**DATE:**

1. This agreement made this day, the \_\_\_\_\_ of \_\_\_\_\_ between the Bharat Heavy Electricals Limited, Ranipet having its Registered Office at 'BHEL House', Siri Fort, New Delhi 110 049 (herein after called the FIRST PARTY) of one part and Messrs. (herein after called the ("CONTRACTOR") of the SECOND PARTY.
2. WHEREAS the first party is desirous of executing the work of \_\_\_\_\_, more particularly described in the appendices including drawings and specifications attached herewith.
3. WHEREAS IN PURSUANCE of the said Contractor's Tender having been accepted, the first party has decided to give the above said work to Contractor, and WHEREAS the contract between the parties was concluded by virtue of a letter of intent issued by the First Party under reference, \_\_\_\_\_ Dt. \_\_\_\_\_.
4. WHEREAS the said Contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in the presents, instructions to bidders, general conditions and special conditions, schedules, appendices, letter of intent and specifications (hereinafter referred as the said contract schedule) at the approved rates (herein referred as the said contract rate).
5. AND WHEREAS the said contractor has furnished a Bank Guarantee for a sum of Rs. \_\_\_\_\_ Valid up to \_\_\_\_\_. towards initial 50% security Deposit and has further agreed for balance 50% Security Deposit being recovered at 10% of value of each running bill till the full Security Deposit is made up for the satisfactory completion and performance of the work and whereas the validity of the said Bank Guarantee has to be extended by the Contractor, if so required before for the balance period of contract period and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), from the bills forthwith in one installment and it has further been agreed that the failure to extend the validity of Bank Guarantee or failure to pay the aforesaid amount the manner specified above shall constitute the breach of contract, and first party reserved the right to take easy legal action deemed fit for recovering the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). This amount of Rs. \_\_\_\_\_ Will be refunded (and Bank Guarantee will be returned) to the Contractor on satisfactory completion of the work as specified in the Contract documents.
6. Now THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate as also of agreement of good and faithful services to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.
7. That the said contractor will perform the aforesaid work subject to the conditions contained in these presents, instructions to bidder, general and special conditions of contract and the contract documents attached herewith including the said schedules, specifications, appendices, letter of intent, drawings attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined the specifications and conditions of contract, appendices, schedules, letter of intent, drawings etc., as aforesaid and also to have satisfied himself as to the nature and character of work to be executed.
8. That the said contractor shall carry out and complete the execution of the said work to the entire satisfaction of the Engineer within the agreed time schedule.
9. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at said contract rates and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
10. That the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (Letter of Intent) has been issued to the said contractor.
11. That whatever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.
12. That all charges on account of Octroi, terminal and sales-tax or other duties on materials obtained for the work shall be borne by the said contractor.
13. That is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions thereto contained in these presents and the liability of the said contractor either of past or further compensation shall remain unaffected.
14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, RANIPET.
15. The contract is subject to RANIPET(TamilNadu) jurisdiction.
16. The document hereto attached viz. shall also form part of this agreement.
17. General Conditions of Contract attached to the Notice inviting tender shall form part of this contract in so far as any thing is not provided specifically in this agreement.
18. In witness hereof the parties have respectively set their signatures in the presence of :

**WITNESSES:**

(with full address)

1.

2.

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

**Date:**
**WITNESSES:**

(with full address)

1.

2.

For and on behalf Bharat Heavy Electricals Limited.

**Date:**

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

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<b>ANNEXURE 'E'</b> <b>PROFORMA FOR SECURITY DEPOSIT</b>		
<p>In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____<sup>1</sup> through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor /Contractor / Supplier) with its registered office at _____<sup>2</sup> (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No._____<sup>3</sup> dated _____<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees _____<sup>4</sup>) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____<sup>5</sup> (Rupees _____<sup>5</sup> only),</p> <p>We _____(indicate the name and address of the Bank) having its Head Office at _____(address of the head Office) (hereinafter referred to as the Bank), at the request of _____[Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs._____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand</p> <p>Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.</p> <p>We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.</p> <p>The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.</p> <p>We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied &amp; the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.</p> <p>We, _____(indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.</p> <p>The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without Proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.</p>		

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This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to .....6
- c) Unless the Bank is served a written claim or demand on or before .....7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

**Date:**

Date \_\_\_\_\_ Day of \_\_\_\_\_  
 for \_\_\_\_\_ (indicate the name of the Bank)  
**(Signature of Authorised signatory)**

- 1 Details of the Invitation to Bid/Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 Name of the Employer
- 5 BG Amount in words and Figures
- 6 Validity Date
- 7 Date of Expiry of Claim Period

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 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b> <b>BAP:ERN :SCC :MH: 01</b>
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## **SPECIAL CONDITIONS OF CONTRACT**

**FOR**

# **MATERIAL HANDLING WORKS**

**BAP:ERN :SCC :MH: 01**



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

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b> BAP:ERN :SCC :MH: 01
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<b>SECTION-III</b>		
<b>SPECIAL CONDITIONS OF THE CONTRACT FOR UNLOADING AND TRANSPORTATION WORKS</b>		
<p><b>3.1 RESPONSIBILITIES OF THE CONTRACTOR &amp; SCOPE OF WORK</b></p> <p><b>3.1.1</b> Unloading of electrostatic precipitator components with connected ducts, cables, cable Trays, Electrical panels, all accessories and miscellaneous equipments including insulation &amp; any other materials required for erection from Railway Wagons/Trailers /Lorries at the Railway Siding/ Railway Station/ Transport Godowns, Re-loading at Siding/ Godowns and transportation to storage yard/work site using Contractor's own cranes, tractors, trucks, lorries, trailers and other unloading and transporting equipments (having valid permits for their operation) unloading at storage yard and stacking, handling at storage yard for verification and restacking after verification shall be the responsibility of the contractor under this contract</p> <p><b>3.1.2</b> It would be responsibility of the contractor to keep in contact with the BHEL authorities at site to find out the arrival of the consignment. The Railway receipt/Lorry Way Bill/ Truck Way Bills for the consignments shall be furnished by the Contractor immediately on receipt.</p> <p><b>3.1.3</b> The Contractor is required to find out from Transport authorities regarding arrival of consignment prior to the receipt of consignment note, if any and take delivery of the same on 'Indemnity Bond'. Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignments is furnished by the Contractor. Similar arrangements in respect of consignment received by road also shall be taken care by the Contractor.</p> <p><b>3.1.4</b> Payment of all demurrages/wharfages that results due to Contractor's fault would be the responsibility of the Contractor and to his account. If BHEL have to make payment of demurrage/wharfage together with the freight, the amounts so paid as demurrages/wharfages for the reasons stated above shall be paid by the Contractor forthwith or would be recovered from the bills of the Contractor.</p> <p><b>3.1.5</b> It would be the responsibility of the Contractor to examine the packages, consignments etc., on arrival and bring to the notice of transport Authorities and BHEL Authorities regarding loss/damages, if any, observed in the consignments proposed to be taken delivery of. Before taking delivery, particularly of consignments in "smalls" the weight of the package shall be checked with the invoiced weight of the packages and any discrepancies shall be reported immediately to BHEL/Transport Authorities. In case it becomes necessary to take open delivery from the authorities, Contractor should make all arrangements for taking open deliveries. All expenses connected there with shall be to the account of the Contractor. Any loss that may accrue to BHEL on account of such failures shall be debited to the Contractor's account and recovery effected from his progress bills.</p> <p><b>3.1.6</b> Any discrepancy/shortage/damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the Contractor and the amount liable to be lost by BHEL on such account is recoverable from the Contractor.</p> <p><b>3.1.7</b> In case of apparent damages/shortages to/in consignments/packings noticed by the Contractor, such cases shall be brought to the notice of BHEL and cleared only with their knowledge/approval.</p> <p><b>3.1.8</b> CONSIGNMENTS coming on Sundays and holidays are also required to be handled by the Contractor. Since the offices and godowns will probably remain closed on these days it will be the responsibility of the Contractor to contact the site Engineer/his authorized representative of BHEL at their residence and obtain instructions.</p> <p><b>3.1.9</b> BHEL reserves the right to recover from the Contractor any loss which arises out of undue delay/discrepancy/shortage/damage or any other causes during transit from the godowns of any lorry depot and BHEL Stores or during unloading at lorry head or during stacking or any time in the custody of the Contractor.</p> <p><b>3.1.10</b> The Contractor shall make suitable security arrangements including employment of Security personnel (round the clock) to ensure the protection of all materials/equipments and works from theft, fire, pilferage and any other damage and loss at stores/Storage yards till the contract is getting over. The contractor will be responsible for receipt and issue of materials and will maintain proper records in prescribed proforma of BHEL. The materials shall be accounted properly by the contractor on completion of contract.</p>		

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

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<b>3.2 LABOUR AND SUPERVISORY STAFF</b>			
<b>3.2.1</b>		The contractor shall engage especially skilled labour, e.g. sarang, riggers, khalasi etc., for works under this contract. Only fully trained and competent men with previous experience in the job shall be employed.	
<b>3.2.2</b>		The supervisory staff employed by the Contractor to ensure proper out-turn of work and discipline on the part of the labour put on the job by the Contractor and in general ensure that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other Contractors of BHEL or BHEL'S Client.	
<b>3.2.3</b>		The Contractor shall also furnish daily labour report showing by classification the number of employees engaged in various categories of work and a progress report of work as required by BHEL Engineer.	
<b>3.2.4</b>		It will be the responsibility of the Contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipment and personnel. The Contractor shall be responsible to make good the damages to personnel, equipment or other materials arising out of accidents, during execution of the work by him.	
<b>3.2.5</b>		The Contractor shall employ adequate competent skilled and other categories of workers, keeping prescribed records and will act as per the rules of Central/State/Local Government factory regulations, etc., in this regards. The workers/Supervisors shall be paid minimum wages prescribed under the relevant laws and including wages of paid holidays/rest days.	
<b>3.2.6</b>		The contractor and his employees shall abide and act as per the discipline and standing instructions at work site. The contractor as stated elsewhere shall be fully responsible for his workers in all respects and keep us indemnified in this regard.	
<b>3.2.7</b>		Necessary electrical staff, supervisory personnel, skilled and unskilled labour including personnel with approved licence as per Indian Electrical Rules 1956 as amended.	
<b>3.2.8</b>		The contractor should provide identity badges for his employees. These badges should be properly displayed by employee during the working hours.	
<b>3.2.9</b>		The contractor shall employ only competent and skilled workmen fully experienced and capable performance in duties assigned to them. When local law requires your employees shall be required to acquire the necessary certificate competency for his work from the competent authority as instructed by BHEL Engineer.	
<b>3.3 TERMS OF PAYMENT</b>			
<b>3.3.1</b>		The Contractor shall submit his bills once in a month duly furnishing the following information.	
<b>3.3.2</b>		The gross weight as per RR/LWB/BL.	
<b>3.3.3</b>		RR/PWB/LWB/BL Number	
<b>3.3.4</b>		Vehicle/Truck number and number of Bundles/Boxes/Pieces in each Vehicle/Truck.	
<b>3.3.5</b>		Shortage/Damage reports in BHEL'S standard material management forms.	
<b>3.3.6</b>		Rate/tonne	
<b>3.3.7</b>		Amount claimed	
<b>3.3.8</b>		Recoveries such as hire charges etc., if any.	
<b>3.3.9</b>		75% of the rate shall be paid as soon as the materials are unloaded, transported and verified as per RR/LWB/BL/PWB/ if any subject to furnishing following information along with the bill.	
a.		Shortage report/open delivery taken with respect to RR/LWB/BL/PWB if any and acceptance thereof by Railway authorities/transporters etc.,	
b.		Proof of the claim lodged with Railway/Road Transporters etc., in respect of above shortage/open delivery.	
c.		Material Management Forms duly filled and certified by BHEL Engineer.	
<b>3.3.10</b>		20% of the rate shall be paid as soon as the materials are duly stacked and verified as per packing slip by opening the boxes re-packing, stacking etc., wherever necessary. Payment will be released on submission of the information as per Material Management Forms by the Contractor immediately after verification of materials and certified by BHEL Engineers. The requisite proforma would be supplied by the Site Engineer.	
<b>3.3.11</b>		Balance 5% will be released after completion of the contract in full and certified by BHEL Engineer.	

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<b>3.4 RATE SCHEDULE</b>		
<b>3.4.1</b> The bidder shall quote the rate per Metric Tonne as per the 'RATE SCHEDULE' vide part II 'PRICE BID' Annexed. Conditional offers are liable to be rejected. The scope of work and the responsibility of the Contractor as mentioned under all the clauses etc., of the tender specification shall be covered within the quoted rates.		
<b>3.4.2</b> 'The rates quoted' in the tender are to be kept firm for entire period/extended period of the contract (if any) from the date of Letter of indent issued by BHEL, No escalation, on any account whatsoever will be accepted by BHEL.		
<b>3.4.3</b> The total weight mentioned in the rate schedule is APPROXIMATE and is liable to vary later at the discretion of BHEL. No variation in quoted/accepted rates per Metric Tonne shall be allowed due to increase/decrease in total tonnage mentioned.		
<b>3.4.4</b> The work executed will be priced at the unit rate quoted by the contractor and accepted by BHEL for the purpose of the payment. For the purpose of payment the gross weight indicated in RR/LWB/PWB/BL will be taken into account for calculating the tonnage handled.		
<b>3.4.5</b> The distance if any indicated in the rate schedule are only approximate. However the bidder should asses the various distances and site conditions by visiting the site before submitting their offer.		
<b>3.4.6</b> The bidder is also required to quote for all the "PROVISIONAL ITEMS" if any of the rate schedule as the same may be operated according to the site conditions and entirely at the discretion of BHEL during the execution of the contract.		
<b>3.4.7</b> The bidder is expected to fill up the 'RATE SCHEDULE' after satisfying all the terms and conditions stipulated in the TENDER SPECIFICATION.		
<b>3.4.8</b> The scope of work under this contract is deemed to be completed only when so certified by the Site Engineer of BHEL.		
<b>3.4.9</b> During the entire period of contract, the Contractor shall maintain proper progress, adequate manpower, requisite handling and transportation equipments, tools and tackles and other consumables, to meet the scheduled programme as per the priority given by BHEL Site Engineer.		
<b>3.5 CONTRACTOR'S PERSONNEL</b>		
To facilitate proper stacking of materials, handling the materials at storage yard/stores, verification of material receipt position periodically, stock taking, re-packing wherever necessary after verification, contractor has to provide the following category of personnel:		
a. Store Supervisor 1 No. (Technically qualified)		
b. Unskilled/Semiskilled workers 4 Nos.		
The above personnel shall be working along with BHEL personnel and to be provided by the Contractor besides his regular working personnel engaged for other operations. The rate quoted for unloading work shall be inclusive of the cost of above manpower		
If the contractor fails to deploy above personnel, BHEL will deploy the persons on behalf of contractor and cost of the operation will be recovered from Contractor's Running bills.		
<b>3.6 FACILITIES TO BE PROVIDED AND DEVELOPED BY THE BIDDER AT HIS COST</b>		
<b>3.6.1</b> It shall be the responsibility of the contractor to construct his own office shed, stores shed, labour tenements, with all facilities like electricity, water supply, sanitary arrangements in the area allotted to him for the purpose.		
<b>3.6.2</b> Distribution of water for construction purposes and as well as drinking purpose from the single point provided by BHEL to various works fronts shall be the Contractor's responsibility and at his cost.		
<b>3.6.3</b> Necessary meters for recording consumption of water and power for cost analysis purpose and maintenance of the same during execution period shall be Contractor's responsibility.		

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<b>3.6.4</b>		Provision for distribution of electrical power from the given single central point to the required places with proper distribution boards, approved cable laying, including supply of all materials like cables, switch boards, pipes, etc., observing the safety rules laid down by the Electricity Authority of the State/BHEL/their customer shall be the responsibility of the bidder /contractor.	
<b>3.6.5</b>		The contractor shall secure and maintain comprehensive including third party insurance for appropriate amount to protect your and our interest against all risk and claims to the men/women or for labour force. If failure in securing the insurance policies in this regard shall not absolve you from reimbursing to us for any loss / damages / injuries or death to any person.	
<b>3.6.6</b>		The contractor shall be fully responsible for obtaining labour licence/approval if any, from State/Central/Local authorities at his own cost and risk.	
<b>3.6.7</b>		It is the responsibility of contractor to obtain approval from statutory authorities like pollution control board, Factory Inspectorate etc., if necessary.	
<b>3.7</b>		<b>CRANE AND OTHER TOOLS AND TACKLES</b>	
<b>3.7.1</b>		All the T&P including Cranes, trucks, Lorries, tractors, trailers etc required for the satisfactory execution of work shall be arranged by the Contractor. BHEL will not arrange any Tools and Plants.	
<b>3.7.2</b>		All the T&P arranged by the Contractor including electrical connection wherein required shall be reliable / proven tested with necessary test certificate.	
<b>3.7.3</b>		All the T&P, lifting tackles including wire ropes, slings, shackles and electrically operated equipments arranged by Contractor shall be got approved by BHEL Engineer before they are actually put on use.	
<b>3.7.4</b>		Civil works, if any, required for safe and efficient operation of tools and tackles shall be the Contractor's responsibility.	
<b>3.7.5</b>		Contractor shall take into consideration the above clauses and quote the rates as called for in the rare Schedule.	
<b>3.8</b>		<b>SITE CLEANLINESS AND SAFETY REQUIREMENTS:</b>	
<b>3.8.1</b>		During the course of work, scrap lumber with protruding nails, sharp edges etc., and all other debris shall be kept cleared from working areas. Proper house keeping is the responsibility of the Contractor.	
<b>3.8.2</b>		Combustible scrap and debris shall be removed at regular intervals during the course of work. Safe means shall be provided by the Contractor to facilitate such removal. If this is not done regularly, BHEL will get the job done and debit the cost to Contractor.	
<b>3.8.3</b>		Material handling equipment shall be inspected prior to use of each shift and as necessary during its use to ensure that it is safe. Defective equipment shall be removed from service. Necessary test certificates have to be provided by the Contractor for the rigging and handling equipments brought by them. Otherwise this will be got to be done by BHEL and the cost will be debited to Contractor.	
<b>3.8.4</b>		No equipment shall not be loaded in excess of its recommended safe working load.	
<b>3.8.5</b>		Handling equipment when not in use shall be removed from the immediate work area so as not to present a hazard to employees.	
<b>3.8.6</b>		The Contractor will notify the Engineer his intention to bring on to site any equipment or any container with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used during the performance of the works and the Contractor shall strictly adhere to such instructions. BHEL Engineers shall have the right to inspect any construction plant and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained.	

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<b>3.8.7</b> Where it necessary to provide and/or store petroleum products or petroleum mixture and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant petroleum Act., Explosive Act and Petroleum and Carbide of Calcium Manual, published by the Chief Inspectorate of Explosives of India. All such storage shall have prior approvals of BHEL Engineer. In case any approvals are necessary from the Chief Inspector of Explosives of any other statutory Authorities, the Contractor shall be responsible for obtaining the same.		
<b>3.8.8</b> Valve protection caps shall be in place and secured.		
<b>3.8.9</b> Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.		
<b>3.8.10</b> When cylinders are transported by powered vehicles, they shall be secured in vertical position.		
<b>3.8.11</b> All the hand lamps used by the contractors workmen shall be of 24V only. Adequate step down transformers should be installed at site to cater to the complete requirement. (230V hand lamps should not be used).		
<b>3.8.12</b> All workmen of the Contractor working in construction areas shall wear safety shoes, safety helmets,& safety belt (with double harness - when working at heights). Contractor shall insure his workmen against all accidents, and the policy shall be presented to BHEL. In case of failure to do so BHEL will arrange the same and the expenditure towards this will be debited to the Contractor including BHEL overheads. In case the Contractor fails to provide necessary safety equipments to workmen, BHEL will provide the same to the workers and recover the cost of equipment along with BHEL overheads.		
<b>3.8.13</b> All the above safety conditions are not exhaustive but gives an idea for the Contractor and the Contractor shall adhere to all the safety precautions given by the BHEL Engineer at Site. Such of those workmen who do not follow safety precautions shall be turned out from Site. They will not be allowed to work until they fulfill safety regulations.		
<b>3.8.14</b> The Contractor shall be responsible for provision of all the safety notices and safety equipments as enjoined on him by the application of relevant statutory regulations/provisions and/or as called upon by the BHEL Engineer and their client from time to time.		
<b>3.8.15</b> The Contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.		
<b>3.8.16</b> The Contractor shall ensure the safety of all the workmen, material and equipments either belonging to him or to others working at site.		
<b>3.8.17</b> It will be the responsibility of the Contractor to ensure safe lifting of the equipments, taking due precaution to avoid any accidents and damages to other equipments and personnel.		
<b>3.8.18</b> The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at Site.		
<b>3.8.19</b> All the Contractor's Supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the Contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of safety measure.		
<b>3.8.20</b> Contractor shall provide enough fire fighting equipment of the types and numbers at his office, temporary structures, labour colony area etc. Access to such fire fighting equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall it no way relieve the Contractor of any of his responsibilities and liabilities to fire accident occurring.		
<b>3.8.21</b> The Contractor shall at his cost remove from the vicinity of work, all scrap packing materials rubbish unused and other materials and deposit them in places specified by BHEL engineer to keep the work Site clean and tidy.		

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**3.9 PRICE ESCALATION:**

3.9.1 The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates is allowed under any circumstances.

3.9.2 However, the Contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously for the entire contractual period including total extended period.

3.9.3 In case due to unforeseen circumstances and due to reasons not attributable to the Contractor, the work gets delayed and completion time gets extended, the Contractor shall not be entitled for any over run compensation for a period of 3 months after the Contractual completion date.

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<b>SPECIAL CONDITIONS OF CONTRACT</b> <b>FOR MANPOWER SUPPLY ASSISTANCE ETC.</b>																																																											
<b>4.0</b>		<b>SECTION – IV</b>																																																									
4.0	The quantity of manpower assistance indicated in the rate schedule is only approximate. BHEL will specify the actual requirement as and when the need arises at various stages of execution of contract. BHEL will have the option of not operating any of the items indicated in the rate schedule under manpower supply.																																																										
4.1	The manpower provided shall be capable of carrying out the assigned work to the satisfaction of BHEL. BHEL reserves the right to decide on the suitability of the personnel deployed and insist on removal of any employee found unsuitable for the work assigned. The contractor shall forthwith arrange for replacement.																																																										
4.2	The manpower engaged for Round the Clock Security shall be provided with clearly identifiable uniforms.																																																										
4.3	<b>Statutory Requirements :</b> Compliance with statutory obligations as well as any other requirements / provisions with respect to manpower supplied and equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations, conveyance etc., are the responsibility of the Contractor. <b>The rates quoted shall be inclusive of all the above requirements.</b>																																																										
The contractor shall strictly abide by the state and central laws, statutory rules, regulations etc. As indicated in the GCC and other sections of the special conditions of contract. In addition the contractor shall have to comply with PROFESSIONAL TAX / AND PF /ESI/ LABOUR LICENCE regulations for all his employees / workman as per the local authorities / governing bodies instructions.																																																											
<b>4.4 SPECIFICATION FOR PC SYSTEM.</b>	<table border="1"> <thead> <tr> <th>SL.NO</th><th>FEATURES</th><th>MINIMUM REQUIREMENTS</th></tr> </thead> <tbody> <tr> <td>01</td><td>Processor</td><td>Intel i-3- 2130 GHz or above 4<sup>th</sup> generation</td></tr> <tr> <td>02</td><td>Chipset</td><td>Appropriate Chipset</td></tr> <tr> <td>03</td><td>RAM</td><td>4GB DDR SDRAM or above</td></tr> <tr> <td>04</td><td>HDD</td><td>500 GB SATA or above</td></tr> <tr> <td>05</td><td>Optical Drive</td><td>52 X DVD writer or higher, SATA</td></tr> <tr> <td>06</td><td>Monitor</td><td>18.5 inches LED</td></tr> <tr> <td>07</td><td>Key Board</td><td>Minimum 104 Keys Windows keyboard</td></tr> <tr> <td>08</td><td>Mouse</td><td>2 Button optical mouse</td></tr> <tr> <td>09</td><td>Ethernet</td><td>Integrated 10/100 Mbps NIC for LAN</td></tr> <tr> <td>10</td><td>Ports</td><td>Minimum 1 parallel, serial USB</td></tr> <tr> <td>11</td><td>OS &amp; Software</td><td>Windows 10 and office 2013 (licensed version)</td></tr> <tr> <td>12</td><td>USB</td><td>Minimum USB-4</td></tr> <tr> <td>13</td><td>Accessories</td><td>Mouse pad &amp; Dustcovers</td></tr> <tr> <td>14</td><td>Data-card</td><td>for Internet-Access of unlimited usage</td></tr> <tr> <td>15</td><td><b>UPS</b></td><td>1KVA UPS with 1 Hr. back up</td></tr> <tr> <td>16</td><td><b>PRINTER</b></td><td><b>A4 size laser jet printer with print, scan &amp; copy function</b></td></tr> <tr> <td>17</td><td><b>PC table</b></td><td><b>Should be of a reputed make and shall be suitable for accommodating, a PC display unit, CPU, ups, key board &amp; printer</b></td></tr> <tr> <td>18</td><td><b>Revolving chair</b></td><td><b>Should be from a reputed make</b></td></tr> </tbody> </table>		SL.NO	FEATURES	MINIMUM REQUIREMENTS	01	Processor	Intel i-3- 2130 GHz or above 4 <sup>th</sup> generation	02	Chipset	Appropriate Chipset	03	RAM	4GB DDR SDRAM or above	04	HDD	500 GB SATA or above	05	Optical Drive	52 X DVD writer or higher, SATA	06	Monitor	18.5 inches LED	07	Key Board	Minimum 104 Keys Windows keyboard	08	Mouse	2 Button optical mouse	09	Ethernet	Integrated 10/100 Mbps NIC for LAN	10	Ports	Minimum 1 parallel, serial USB	11	OS & Software	Windows 10 and office 2013 (licensed version)	12	USB	Minimum USB-4	13	Accessories	Mouse pad & Dustcovers	14	Data-card	for Internet-Access of unlimited usage	15	<b>UPS</b>	1KVA UPS with 1 Hr. back up	16	<b>PRINTER</b>	<b>A4 size laser jet printer with print, scan &amp; copy function</b>	17	<b>PC table</b>	<b>Should be of a reputed make and shall be suitable for accommodating, a PC display unit, CPU, ups, key board &amp; printer</b>	18	<b>Revolving chair</b>	<b>Should be from a reputed make</b>
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4.4.1 Maintenance of the PC, printer & UPS is in the scope of the contractor.																																																											
4.4.2 If any fault / failure of the system occurs, it should be rectified immediately without delay at contractor's cost. The scope also includes supply of required spares/ consumables like printer cartridges etc. as and when required by BHEL.																																																											
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<b>4.4.4 Contract period:</b> The total tentative contract period shall be 12 months which shall be extended or short closed with one month prior intimation from <b>BHEL</b> .																																																											
<b>4.4.5 DEDUCTION FOR BREAK(S)</b> When the Personnel computer is down due to system failure for a continuous period of 05 or more days, the payment for the total period of non-utilization will be deducted proportionate to the quoted/accepted monthly rates. A month means a calendar month.																																																											
<b>4.4.6 THE COMPREHENSIVE INSURANCE POLICY:</b> This insurance shall be in such a form to protect the CONTRACTOR against all claims for Theft, Fire etc..																																																											
<b>4.5 PAYMENT TERMS FOR MANPOWER SUPPLY ASSISTANCE ETC.</b>																																																											
a) 95% of the contract rate will be paid on prorata basis for the Man Months/ Months of services provided against each item as certified by BHEL Engineer at site. b) Balance 5% will be released on completion of the entire scope of work under this contract as certified by BHEL Engineer.																																																											

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> Boiler Auxiliaries Plant, Ranipet –632 406 ERCTION SERVICES DEPARTMENT	STATUTORY REQUIREMENT OF CONTRACT <b>ES : F : 009</b>  <b>Page No.: 01 of 09</b>
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# STATUTORY REQUIREMENT

*OF*

# CONTRACT

(FORMATS & PROCEDURES)

**ES : F : 009**



R 05- 275

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

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

Bidders are required to fill in the following details:

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

### SIGNATURE OF BIDDER

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

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

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

To

**The Sr.Dy. General Manager**

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

Sir,

I / We hereby offer to carry out the work detailed in the Tender Specification No. BAP/ERN /DURGAPUR/APH/MH :C: 337A issued by M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Ranipet in accordance with the terms and conditions thereof:

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

- a. General terms and conditions of work (ES: F:010)
- b. Statutory requirement of Contract (ES: F:009)
- c. Special conditions of Contract for Material Handling (Section-III)
- d. Tender Specification no. BAP/ERN /DURGAPUR/APH/MH :C: 337A
- e. Special Instructions to Bidder
- f. General terms and conditions of Reverse Auction.
- h. Other sections, appendices, annexure, schedules and drawing.

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

vide Pay Order No.....Dt..... 2020 /

Demand Draft No..... dt..... 2020 which shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit such additional sum, within the stipulated time as may be indicated by BHEL, which along with the sum of **Rs. -----/- (----- only )**

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

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

		<b>SIGNATURE OF BIDDER:</b>	
Place:		ADDRESS:	
Date:			

**WITNESSES WITH FULL ADDRESS**

	SIGNATURE	NAME	ADDRESS
1			
2			
3.			

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>STATUTORY REQUIREMENT OF CONTRACT</b> <b>ES : F : 009</b>	
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<b>APPENDIX – II</b> (To be filled by Tenderer and submitted along with Tender document )			
<b>S.No.</b>	<b>PARTICULARS</b>	<b>YES</b>	<b>NO</b>
<b>01</b>	<b>GST</b>		
a.	GST Registration No. of Tenderer (copy to be enclosed)		
b.	Issue of Tax Invoice as per GST Rules		
c.	Whether Tenderer is taking GST Credit for their Inputs		
d.	Under which Service Head is Service provided (SAC Code)		
e.	If GST is Exempted , furnish reasons		
f.	GST to indicate in your invoice: Durgapur, West Bengal GSTIN of BHEL Nodal Agency 19AACB4146P6Z7		
<b>02</b>	<b>INCOME TAX</b>		
a.	PAN No. of Tenderer		
b.	If Exempted , furnish exemption Certificate		
c.	PAN No. of BHEL : <b>AAACB/4146/P</b>		
	<b>NOTE :</b>		
	1. Rates Quoted shall be clearly indicated that they are INCLUSIVE of all Taxes & Duties except GST. The Contractor has to issue invoice accordingly. Also refer clause 15.0 of Tender specification regarding Taxes & Duties		
	2. Payment will be made <b>only through e-payment</b> to your account. Payment through Cheque / DD payment will not be made by BHEL.		
<b>Tenderer has to submit Banker's Certificate as per format specified in APPENDIX- III.</b>			
<b>Agreed to the Above Conditions</b>			
<b>Signature of the Tenderer :</b>			

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

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

**CERTIFICATE**

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

**AUTHORISED SIGNATORY OF VENDOR WITH SEAL**

**Banker's Certification**

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

PLACE:

DATE:

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

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

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

Certified by Chartered Accountant on letter head

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

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

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

Rs..... Lakhs

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

Rs..... Lakhs

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

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>STATUTORY REQUIREMENT OF CONTRACT</b> <b>ES : F : 009</b>
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<b>CERTIFICATE OF NO DEVIATION</b>		
<b>(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)</b>		
<p>I / We ..... of M/s .....</p> <p>hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am / We are agreeing to all the terms and conditions mentioned in the Tender Specification (No. : BAP/ERN /DURGAPUR/APH/MH :C: 337A).</p> <p><b>Date :</b></p> <p style="text-align: right;"><b>SIGNATURE OF THE BIDDER</b></p>		

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>STATUTORY REQUIREMENT OF CONTRACT</b> <b>ES : F : 009</b>
		<b>Page No.: 08 of 09</b>
<b>DECLARATION SHEET</b> <b>(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)</b>		
<p>I, ..... hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BAP/ERN /DURGAPUR/APH/MH :C: 337A are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications. Further certify that I am duly authorized representative of the under mentioned Bidder and a valid power of Attorney to this effect is also enclosed.</p> <p><b>BIDDER'S NAME AND ADDRESS:</b></p> <p>.....</p>		
<b>AUTHORISED REPRESENTATIVE'S</b> <b>SIGNATURE</b> <b>WTH NAME</b> <b>AND ADDRESS</b>		

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

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

Note: All the above documents should be duly certified by auditors/bank as may be applicable.

**Signature of the Bidder**

 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERCTION SERVICES DEPARTMENT</b>	<b>PART-II-Priced-PRICE-BID</b> <b>Page 01 of 01</b>						
		<b>BAP/ERN /DURGAPUR/APH/MH :C: 337A</b>						
<b>TENDER DOCUMENT</b> (BHEL:ERN:DURGAPUR:APH:MH :C: 337A) <b>PART-II PRICE-BID</b> <b>SCHEDULE OF RATES &amp; QUANTITIES</b>								
<b>SCOPE OF WORK:</b> Material Handling work: Involving receipt, unloading, stacking, issue of materials, for the Erection & Commissioning of complete renovation & modernization of RAPH of Both Units of Durgapur Captive Power Plant - II (2 x 60 MW) Dist- Paschim Bardhaman. West Bengal, using contractor's own tools and plants, cranes, consumables, manpower etc								
SI. No.	DESCRIPTION OF ITEM	QTY	UOM	Weightage in %.				
A01	Receipt / Taking Delivery / Unloading, Verification and Stacking of all materials for APH, like Structural, Duct Components / Structures, Dampers, Internals, Including Electrical Items, Panels, Cables and Insulation Materials Etc. at BHEL / Customer's Stores / Storage Yards within the Customer Plant as per specifications from Lorries / Trailers / Trucks Etc.	420.8	MT	23.78				
A02	Round the clock watch & ward for BHEL Storage Yard/ Site Office (12 Months X 01 Man X 3 Shifts)	36	Man Months	48.41				
A03	Providing of a Desk- top PC, a multi-function-printer, data Card with unlimited usage, 1 KVA UPS, Computer Chair Computer Table-complete set as per tech specn mentioned in tender document on monthly rental basis	12	Set Months	1.52				
A04	One Clerk with knowledge of computer operation	12	Man Months	16.14				
A05	An Office boy for BHEL site office.	10	Man Months	10.16				
K	<b>TOTAL value for the above scope of work in Indian Rupees</b>							
M	<b>GST @ _____ %</b>							
N	<b>TOTAL value for the above scope of work in Indian Rupees inclusive of GST</b>							

**SIGNATURE OF BIDDER**

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