



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant, Varanasi-221003
TENDER DOCUMENT

SUPPLY, INSTALLATION AND COMPREHENSIVE SERVICE MAINTENANCE CONTRACT (CSMC) FOR 08 NOS BRAND NEW PLAIN PAPER COPIER (PPC) MACHINES FOR BLACK & WHITE COPYING FOR FIVE YEARS AT HERP BHEL VARANASI.

OPEN TENDER NOTICE NO.: HERP/MAINT/REV/2019-20/08 DTD.15.02.2020

Last Date of Sale of Tender	29.02.2020	Time :	01:30PM
Last Date of submission of Tender	29.02.2020	Time :	02:00PM
Date and Time for opening of Technical Bid	29.02.2020	Time :	03:00PM

1. Notice Inviting Tender : Page 2
2. Directions to Parties for Tendering. : Page 3
3. Details of Bidder: : Page 4
4. Pre-Qualifying criteria : Page 5
5. Technical Bid Annexure-A : Page 6
6. Special Terms & Conditions Annexure-B : Page 7
7. No deviation Certificate Annexure C : Page 9
8. Format for submission of price bid Annexure-D : Page 10
9. General Conditions of Contract (GCC) Rev.01 dated 21.11.16 : Page 11-34

R. Upadhyay
15/02/2020
राजीव उपाध्याय/Rajiv Upadhyay
उप० प्रबन्धक अनुरक्षण/Dy. Mgr. Maintenance
भारत हेवी इलेक्ट्रीकल्स लि०/Bharat Heavy Electrical Ltd.
हर्प, वाराणसी/HERP, Varanasi



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant, Varanasi-221003
Notice Inviting Tender(NIT)

NIT No- HERP/MAINT/REV/2019-20/08 DTD 15.02.2020

Sealed tenders are invited for Supply, Installation and Comprehensive Service Maintenance Contract (CSMC) For 08 Nos Brand New Plain Paper Copier Machines for Black & White Copying for Five Years at HERP BHEL VARANASI as per details mentioned under:

Last Date of Sale of Tender	29.02.2020	Time :	01:30PM
Last Date of submission of Tender	29.02.2020	Time :	02:00PM
Date and Time for opening of Technical Bid	29.02.2020	Time :	03:00PM

S. No.	Name of work	Earnest money	Estimate d Value of Work	Time of completion	Cost of Tender Document
1.	Sealed tenders are invited for Supply, Installation and Comprehensive Service Maintenance Contract (CSMC) for 08 Nos Brand New Plain Paper Copier Machines for Black & White Copying for Five Years at HERP BHEL VARANASI.	Rs.17280/-	Rs.8.64 lacs plus GST	60 months from date on successful installation at HERP	Rs.500 plus GST.#

- Tenderer shall deposit the above tender cost (non-refundable) and EMD (refundable) through NEFT / QR Scan to the following BHEL bank Account or through separate DD drawn on any nationalized bank:
Bank Name: State Bank of India, IFSC Code: SBIN0000201, Account No: 011103264820, Branch Code: 0201, Address: State Bank of India, Main Branch Kachaheri, Varanasi.
- In case of MSME/NSIC vendors, valid EM-II certificate along with MSME certificate must be submitted for EMD/ Tender cost exemption.
- All NIT/Tender document/corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on website i.e. http://www.bhel.com/index.php/latest_tenders & <https://herp.bhel.com/> only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.
- Tender cost for downloading tender document from above website shall be NIL#.
- All interested bidders are requested to contact undersigned for any query or clarification:

(Issued by)

Email: rajivu@bhel.in
Contact:0542-2072832

राजीव उपाध्याय/Rajiv Upadhyay

Dy. Manager Maintenance

Bharat Heavy Electricals Ltd.

हर्ष, वाराणसी/HERP, Varanasi

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tenderer shall be liable for the financial loss to BHEL if any in making alternative arrangements for the work.

DIRECTIONS TO PARTIES FOR TENDERING

1. Parties may visit the site for assessment of actual quantum of work if they wish before quoting their rates.
2. The bidder should submit separate Part I Technical Bid & Part II Price bid as per details mentioned under:

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Details of Bid & Bidder (To be filled by bidder)
2. Duly filled form for Prequalifying Criteria (PQR) along with documents in support of meeting the same.
3. Authorization certificate from OEM mentioning our NIT number.
4. Duly filled technical details as per Annexure-A
5. Signed and stamped copy of Special Terms & Conditions- Annexure B
6. Details of payment of EMD or MSME certificate/EM-II certificate for exemption.
7. Catalogue of quoted model & performance details.
8. No deviation certificate – Annexure-C
9. Signed & stamped copy of General condition of Contract.

Part-II (PRICE BID)

1. Duly filled signed & stamped Annexure-D (Price Bid)

Sealed Tenders can be submitted (i) personally, (ii) by Courier, or (iii) by post.

If through courier or post

DGM (Maint & Mod.)
BHEL, HERP
Tarna, Shivpur,
Varanasi
U.P.-221003
Tel: 0542-3074532

If delivered in tender box;

Dispatch Cell, HR Office.
BHEL, HERP
Tarna, Shivpur,
Varanasi
U.P.-221003

3. 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 tenderers or their authorized representative who may be present.
4. A representative of bidder (only 01 per bidder) shall be permitted to be present at the time of opening of Part I – Techno-commercial bid & Part II- Price bid opening. However, *the bidder should give prior intimation of the same & seek permission after giving details of its representative by contacting designated person as per details mentioned in NIT at least 01 weeks in advance.*
5. The successful Tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute a contract & submit the security deposit with BHEL within 15 days of issue of LOI and in any case before the commencement of work.
6. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of vendor.

Rupadhyay
15/02/2020

राजीव उपाध्याय/Rajiv Upadhyay

3 उपकरण प्रबंधक अनुरक्षण/Dy. Mgr. Maintenance

भारत हेवी इलेक्ट्रिकल्स लि./Bharat Heavy Electrical Ltd.

हर्ष, वाराणसी/HERP, Varanasi

31/02/2020 T/REV/19-20/08

Accepted:(Sign & Stamp)

Details of Bid & Bidder (To be filled by bidder)

(a) Bidder Offer No.: _____ Date: _____

(b) Legal Name of the bidder as in GST registration: _____

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

(g) Address of the Bidder: _____

PIN code: _____

(h) Contact No. of the Bidder: _____

(i) Email ID of Bidder: _____

Certificates to be attached:

1. Copy of the proof indicating the nature, Date of establishment and address of the Organization, PAN, GST Registration certificate.

Rupadhyay
15/20/2020

राजीव उपाध्याय/Rajiv Upadhyay
उप० प्रबन्धक अनुरक्षण/Dy. Mgr. Maintenance
भारत हेवी इलेक्ट्रीकल्स लि०/Bharat Heavy Electrical Ltd.

हप, वाराणसी/HERP, Varanasi

HERP/MAINT/REV/19-20/08

Accepted:(Sign & Stamp)

PRE-QUALIFYING CRITERIA (PQC)

TECHNICAL QUALIFICATION

Experience of having successfully completed similar rental work awarded at any Government Organization, Government undertaking/ enterprises or reputed private organization in last 3 years as per detail mentioned under:

Three completed works having total award value of each contract not less than Rs.3,45,600/- plus taxes extra.

or

Two completed works having total award value of each contract not less than Rs.4,32,000/- plus taxes extra.

or

One completed work having award value not less than Rs.6,91,200/- plus taxes extra.

The bidder should be OEM of the equipment or authorized dealer of the OEM. The authorized dealer should submit a certificate from OEM mentioning our NIT number and authorizing the Participating Vendor.

The bidder should have local Authorized Service Centre or resident Engineer within a distance of 300 km from HERP.

Similar works means

“Supply, installation and Comprehensive Service Maintenance Contract (CSMC) or Rental Contract of plain paper copier machines or Multi-function (Printer, copier and scanner) machines for Black & White or Coloured copying”.

Or

“Supply, installation and commissioning of Plain paper copier machines or Multi-function (Printer, copier and scanner) machines for Black & White or Coloured copying”.

Note: -

Copy of work order / purchase order along with completion certificate or Commissioning certificate or MOM (confirming completion or Commissioning of work) or handing over certificate from Bidder's customer for similar works shall be submitted in Techno-commercial bid. BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. & email address of issuing Bidder's customer is to be submitted by the Bidder in Techno-commercial bid. In case BHEL intends to visit Bidder's customer, the same shall be facilitated by Bidder (expenditure of visit of BHEL official shall be borne by BHEL).

FINANCIAL QUALIFICATION

Vendor should have average of annual turnover of Rs.2.60 Lacs (or above) during the last 03 financial years 2016-17, 2017-18 and 2018-19. Vendor has to submit the audited financial balance sheets as a proof duly approved by the Chartered accountant (if required as per Income Tax / Finance Tax).

Rajiv Upadhyay
15/02/2020

राजीव उपाध्याय/Rajiv Upadhyay

उप० प्रबन्धक अनुरक्षण/Dy. Mgr. Maintenance

भारतीय इलेक्ट्रिकल्स लि. BHEL Herp, Varanasi NT/REV/19-20/08

हर्ष, वाराणसी/HERP, Varanasi

Accepted: (Sign & Stamp)

TECHNICAL FEATURES IN PHOTO COPIER MACHINE- TECHNICAL BID

Sl. No	Technical Details	Technical Feature	Vendor to confirm & specify.
01.	ADF (Automatic Document Feeder)	Yes	
02.	Copying Speed (minimum)	20 CPM for A4	
03.	Zoom Facilities range	50 - 200%	
04.	Copying Area (A3 to A3)	A3	
05.	Text and Photo Mode	Yes	
06.	Minimum Resolution	600 dpi x 600 dpi	
07.	Rating (machine duty)	Continuous	
08.	Access mode of operation / Password protection.	Yes	
09.	Machine suitable for copying on 64 GSM paper also	Yes	
10	Machine having duplex printing feature	Yes	
11	Machine should have Simplex scanning facility	Yes	
12	Machine should be network ready for working on IP/MAC address	Yes	
14	Supported protocol	TCP/IP/USB	
13.	Vendor should supply complete details of Photo Copier Machine Model No, Make & Specifications.	Make..... ... Model..... ...	
14	Delivery Period	Within 30 days of placement of work order.	

Rajiv Upadhyay

15/02/2020

राजीव उपाध्याय/Rajiv Upadhyay

उप० प्रबन्धक अनुरक्षण/Dy. Mgr. Maintenance

भारत हेवी इलेक्ट्रिकल्स लि०/Bharat Heavy Electrical Ltd.

61, वाराणसी/HERP, Varanasi

MAINT/REV/19-20/08

Accepted:(Sign & Stamp)

S.N.	SPECIAL TERMS AND CONDITIONS
1	Supply on rental basis of 08 Nos. Brand New plain paper copier machines for Black & White copying, their Installation and Comprehensive Service & Maintenance Contract for five years with service including all consumables other than paper, operator and power supply as per Annexure-A.
2	Machines shall be installed in BHEL, HERP, Plant as per instruction of Engineer-in-charge. The tenure of contract shall be for five years from the date of installation & commissioning of the machines (as evidenced by installation report duly signed by representative of BHEL) subject to consistent maintenance of copy quality, uptime and tender conditions.
3	Machines should be brand new. Party has to submit the proof for new machines (Purchased/ Manufactured/ Shipping Documents) at the time of installation.
4	Paper, operator and power connections will be provided free of cost by BHEL at the site of machine installed.
5	All consumables like toners spare parts etc. and services shall be provided free of charge by party, however old replaced parts shall be the property of party
6	<p>PAYMENT TERMS: Only rent of the machines will be paid on monthly basis plus applicable GST to rental only. However, the charges for the copies printed beyond free copies will be paid for all machines on cumulative basis at the end of every half year as mention below plus applicable GST on copying charges.</p> <p>Copy charges = {(Total number of copies printed for all 8 machines in Six month) – (1% wastage of total copies printed in six month) – (Total Free Copies* in six months in 8 machines) } X EXTRA COPY COST PPC M/C (as per SI No: 2 of Price Bid) * Free copies = 4000 per month per machine</p> <p>BHEL HERP will make payments in two parts: - PART-1: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID WITHIN 15 DAYS OF SUBMISSION OF INVOICE FOR RUNNING BILL & 30 DAYS FOR FINAL BILL. PART-2: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS: (A) PAYMENT OF GST AMOUNT IN TO GOVT ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B) FILING OF GST RETURN WITHIN SCHEDULED DATE (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO 09AAACB4146P2ZC ON GSTN PORTAL. NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.</p> <p>TAXES & DUTIES CLAUSE: 1. Goods and Service Tax (GST) for the execution of the contract shall be payable extra as per prevailing rate (Present rate 18%) 2. New taxes and duties, if imposed subsequent to the due date of offer submission by statutory authority during contract period (including extension if the same is not attributable to you) shall be reimbursed by BHEL on production of relevant supporting documents to the satisfaction of BHEL. However you shall take prior approval from BHEL before depositing new taxes and duties.</p>
7	EMD: Refer Clause 2.4 of General conditions of Contract (GCC) running in 24 pages attached.
8	Security Deposit: Refer Clause 2.5 of General conditions of contract (GCC) running in 24 pages attached.
9	Warranty Clause/ Defect Liability period: Not applicable
10	<p>L.D. Clause: Uptime * report of individual machine duly verified by the user departments shall be submitted by Vendor for each month, indicating the number of copies printed on each machine during the month. Penalty shall be imposed on Rental Charge per machine per month based on uptime Report for a month:</p>

7 Pages
Rajiv Upadhyay
राजीव उपाध्याय/Rajiv Upadhyay
उप० प्रबन्धक अनुरक्षण/Dy. Mgr. Maintenance
भारत हेवी इलेक्ट्रिकल्स लि०/Bharat Heavy Electrical Ltd.
हरप, वाराणसी/HERP, Varanasi

NIT:HERP/MAINT/REV/19-20/08

Accepted:(Sign & Stamp)

	<ol style="list-style-type: none"> 1. Downtime\$ less than 1 Week # no penalty shall be deducted. 2. Downtime more than 1 Week and less than 2 Weeks @25% of Rental Charge per machine per month shall be deducted as penalty. 3. Downtime more than 2 Weeks and less than 3 Weeks @50% of Rental Charge per machine per month shall be deducted as penalty. 4. Downtime more than 3 Weeks and less than 4 Week: @75% of Rental Charge per machine per month shall Be deducted as penalty. 5. Downtime more than 4 Weeks @100% of Rental Charge per machine per month shall be deducted as penalty. <p>*'Uptime' means machine is working properly. \$ 'Downtime' means machine is under breakdown or not working properly. # 'Week' shall include Sunday also for calculation.</p>
11	All vendors registered under GST must submit the details of GST registration. Such vendors should mention separately appropriate GST rate as extra in their offer/invoice for each item. Vendors not covered under GST must inform the same to BHEL in writing on their letter head with supporting document.
12	Party shall attend all breakdowns related to these 08 Nos. of machines promptly through their trained /qualified service engineer and ensure up time as well as copy quality to the satisfaction of user department to avoid penalty as per clause no: 6 of Scope of Work.
13	Response time of attending breakdown shall be within 24 Hours from intimation of breakdown by user department.
14	Party shall submit monthly consolidated bill for 08 Nos. machines for rent and uptime report of individual machine duly verified by the user departments, indicating the number of copies printed on each machine during the month as per payment terms
15	Party shall provide one set of original and minimum acceptable copy quality on each machine to ascertain performance of the machine at any time. In case the performance is not in conformity with the conditions stated the machine shall be treated as down for the purpose of assessing the uptime/ penalty.
16	No lodging, boarding and transportation shall be provided by BHEL. Supplier shall be responsible for any loss/ Damages during transit due to defective /inadequate packing. Party have to ensure delivery & installation of machines within 30 days after receipt of work order.
17	BHEL works policy-2016 & General Conditions of Contract running in total 24 pages shall be applicable on this contract. If there is any difference between general conditions of contract and special terms and conditions then special terms and conditions shall be applicable.

Rajiv Upadhyay
15/02/20

राजीव उपाध्याय/Rajiv Upadhyay
 उप० प्रबन्धक अनुरक्षण/Dy. Mgr. Maintenance
 भारत हेवी इलेक्ट्रिकल्स लि०/Bharat Heavy Electrical Ltd.
 हर्ष, वाराणसी/HERP, Varanasi

(To be presented on Letter Head of the bidder)

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above NIT No. HERP/MAINT/REV/2019-20/08 DTD 15.02.2020 / we hereby accept all terms and conditions of the above tender except the following (Give reference to Clause Nos. of Terms & Conditions which is not acceptable): **(Strike which is not applicable):**

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Sign & Stamp of bidder)

Rupadhyay
15/02/2020

राजीव उपाध्याय/Rajiv Upadhyay
उप० प्रबन्धक अनुरक्षण/Dy. Mgr. Maintenance
भारत हेवी इलेक्ट्रिकल्स लि०/Bharat Heavy Electrical Ltd.
हर्ष, वाराणसी/HERP, Varanasi

PRICE BID (PART-II)

Sl. No.	Description	Unit	Quantity	Rate (Rs.)	Amount (In Figure) (Rs.)	Amount (In Words) (Rs.)
1.	RENT OF ONE PLAIN PAPER COPIER-PPC MACHINE FOR BLACK AND WHITE COPYING PER MONTH (INCLUSIVE OF COMPREHENSIVE SERVICE MAINTENANCE CONTRACT-CSMC & FREE COPIES OF 4000 COPIES PER MACHINE PER MONTH), DETAILS AS PER SCOPE OF WORK	No	8			
	Rate of applicable GST (%) of Rent of One plain paper copier machine per month(SI No: 1)		%		
2.	COST PER COPYING FROM PLAIN PAPER COPIER-PPC MACHINE OVER AND ABOVE FREE COPIES = 4000 COPIES PER MACHINE PER MONTH, DETAILS AS PER SCOPE OF WORK (EXTRA COPY COST PPC M/C) <u>Quoted Cost per copy should not be less than Rs. 0.28/- (Twenty Eight paisa)</u>					
	Rate of applicable GST (%) of Extra Copy cost PPC M/c(SI No: 2)		%		

Note:

- Extra copies charges over and above free copies accruing shall only be payable as per clause No:6 of Annexure-B.
- Amount as per SI No: 1 of Price Bid shall only be considered for evaluation of the price bid i.e. for determining of L1 Bidder.
- However, the L1 bidder emerged as per Note: b) above of Price Bid shall accept the lowest rate received in the Tender for the item at SI No. 2 of Price Bid. Consent of the L1 bidder for the same shall be submitted before issue of Letter of Intent (LOI).
- GST on the rental charges as well as on the charges of additional copies shall be reimbursed to the vendor as per applicable rates during the Tenure of the contract.
- Validity of the offer shall be for a period of 120 days from the date of tender opening.

Rupadhyay
15/02/2020

राजीव उपाध्याय/Rajiv Upadhyay

उप० प्रबन्धक अनुरक्षण/Dy. Mgr. Maintenance

भारत हेवी इलेक्ट्रिकल्स लि०/Bharat Heavy Electricals Ltd.

हर्ष, वाराणसी/HERP, Varanasi

MAINT/REV/19-20/08

Accepted:(Sign & Stamp)



GENERAL CONDITIONS OF CONTRACT (GCC)

DEPARTMENT: ELECTRICAL MAINTENANCE

REV:01 DTD 21.11.2016

**REPAIR, MAINTENANCE, MODIFICATION,
RECONDITIONING OF PLANT & MACHINERY**

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR
VARANASI-221003**

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

CHAPTER - I

DEFINITIONS:

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) The "CONTRACT" means the documents forming and acceptance thereof together with all the document referred to there in including General and Special conditions of contract, schedule A, B, and C and the drawings. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another. The word "CONTRACT" wherever used shall only include works contract related to Repair & Maintenance of Plant & Machinery, Comprehensive Annual Maintenance Contract for electrical works requiring supply of spares & service, Retrofitting and Reconditioning work of Plant & Machinery (Electrical & Mechanical). Under any circumstances the "CONTRACT" shall not include labour supply contracts or solely civil work related contract of Capital nature.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide Schedule A, B, C and /or General and Special Conditions of contract, and the specifications and /or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "WORK" means the work described in the tender document in individual work order and /or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer - Incharge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "SITE" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (f) The abbreviations "SE/Dy.Mgr. /Mgr./ Sr. Mgr./DGM/Sr. DGM" means Senior Engineer / Deputy Manager/Manager/Senior Manager/Deputy General Manager /Sr. Dy. General Manager respectively who will direct the contract.
- (g) The "ENGINEER INCHARGE" means the Engineer/ Sr. Engineer or any other executive/Asst. Engineer deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power.
- (i) "APPROVED" means the approval of directions of the Sr. Manager/ Manager/ Dy.Manager or person deputed by them for the particular purpose.
- (j) "Bharat Heavy Electricals Limited " hereinafter referred to as BHEL shall mean the Director/Resident Director/ Project Administrator / Other Administrator or other Administrative Officers of the said Company including the project Officer, Sr. Manager or Sr. Engineer authorized to invite tenders and enter into contract for works on behalf of the company. BHEL means the Bharat Heavy Electricals Limited / HERP plant of the said Company at Tarna Shivpur, Varanasi.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

- (j) The "CONTRACT SUM" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "FINAL SUM" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "WEEK" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "DAY" means a day of 24 (twenty -four) hours irrespective of the number of hours worked or not worked in that day.
- (o) A " WORK DAY" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) A "month" shall mean calendar month unless otherwise specified in the Tender.
- (q) PMD means Product Material directory.
- (r) "DEFECT LIABILITY PERIOD" (DLP) in relation to a work means the specified period from the date of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against manufacturing/fabrication/erection/construction defects covering all materials plants, equipment, components, and the like supplied by the Contractor, works executed against workmanship defects.
- (s) "NIT" means Notice Inviting Tender
- (t) "HOD" means Head of Department.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

CHAPTER II

GENERAL INSTRUCTIONS TO THE TENDERERS

2.1 GENERAL INSTRUCTIONS

The General Condition of Contract form part of the Tender Specifications. All pages of the tender documents shall be duly signed stamped and submitted along with the offer.

Tenderers are advised to study all the tender documents carefully. The contractor shall be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed by the First Party.

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.

2.2 SUBMISSION OF TENDERS

The tenderers must submit their tender to officer inviting tender as per instructions in NIT.

Tenders submitted by Post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE/COURIER' and shall be posted with due allowance for any postal/ courier delays. BHEL shall not be responsible for any postal delay.

Tenders submitted through E mail or Fax shall not be considered. However tenders can be submitted by hand after receipt in Postal Receipt Section & dropped in the Drop Box kept at MM Hall at BHEL Varanasi. Tenders shall be opened by authorised officer (s) of BHEL at his office at the time and date specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present.

Tenders shall be signed by a person authorised/empowered to do so. An attested copy of the power of attorney, in case the tender is signed by an individual other than the sole proprietor, shall be submitted along with tenders. However this shall not be mandatory for registered companies.

Unless otherwise specified in NIT the bids shall be invited in two parts:

PART I Techno- Commercial bid: This shall consider of following documents:

- (i) Technical specifications of the offer.
- (ii) Duly filled form and documents in support of meeting the pre-qualifying requirement.
- (iii) Signed and stamped unpriced copy of Price Bid.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

- (iv) Duly filled Supplier Registration Form (SRF) running in 10 pages (provided with Tender Documents).
- (v) DD for the amount equal to Tender cost as mentioned in NIT in favour of 'B.H.E.L, VARANASI' payable at Varanasi. Vendors preferring to pay tender cost in cash may contact the Maintenance Department on any working day from 0200 PM- 0400 PM for cash depositing of the Tender cost. The Money receipt issued by the cash section should be sent along with the Technical bid as proof thereof. Under no circumstance the Bidder should submit the Tender cost through cash in their bid.
- (vi) The offer will not be considered without tender fee. However, MSEs (and not their dealers/distributors) who are themselves, manufacturer of the items/ provider of services, they intend to quote registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee for the Services they are registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Government Departments are also exempted from payment of tender fee.
- (vii) Contractors registered as permanent vendor in same PMD category who have been issued permanent Vendor Id by BHEL Varanasi shall clearly mention their permanent Vendor code on their Technical Bid and shall not be required to submit the SRF again, however if such registered vendors quote for category in which they are not registered then duly filled SRF form should again be submitted along with the technical bid.

PART II Price Bid as per NIT.

2.3 EVALUATION OF TENDERS

- (i) Technical bids submitted by the tenderer will be opened first & evaluated for fulfilling Pre Qualifying requirement and other conditions in NIT/ Tender documents
- (ii) The SRF form and other supporting data will be evaluated for meeting the registration criteria and suitability as per SEARP guidelines with latest amendment.
- (iii) The bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in NIT. The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter/email in this regard seeking permission/ authorization must be taken from Tender Inviting authority at least 7 days prior to Tender opening date and a copy of confirmation /acceptance must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.
- (iv) In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

2.4 EARNEST MONEY DEPOSIT

2.4.1 Rates of EMD shall be as under:

For works/ services with estimates upto Rs.10 Crs	2% of the estimated cost
For works/ services with estimates more than Rs.10 Crs	20 lakhs plus 1% of the estimated cost over Rs. 10 Crs

Where work is to be split on two or more contractors, amount of EMD may be based on the maximum quantum of work envisaged on one Contractor.

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender Opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

2.4.2. Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

2.4.3 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

2.4.4 In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting deptt., not below the rank of AGM.

2.4.5 EMD shall not carry any interest.

2.4.6 EMD of successful tenderer will be retained as part of Security Deposit.

Sd. _____

(Contractor)

Sd. _____

(BHEL Executive)

2.5 SECURITY DEPOSIT 'SD':

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.'

Security deposit may be furnished in any one of the following form:

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

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Collection of Security:

At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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

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

(Note: In case of (a) small value contracts not exceeding Rs.20 lakhs jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

REFUND OF SECURITY DEPOSIT:

After expiration of the Defect Liability period, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit shall be refunded to the contractor as follows: 100% shall be released after satisfactory completion of the Defect liability period of the work duly after verification/certification by Engineer In charge. The Defect liability period of work shall be as per section 2.8.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

2.6 RISK PURCHASE SERVICE CLAUSE:

To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- Contractors continued poor progress
- Withdrawal from or abandonment of the work for completion of the work.
- Poor quality of work.
- Corrupt act of contractor
- Insolvency of the contractor.
- Persistent disregard to the instructions of BHEL
- Assignment, transfer, sub-letting of contract without BHEL's written permission.
- Non fulfilment of any contractual obligations.
- In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.

To meet the expenses including BHEL overheads of 30% & liquidated damage/ penalties arising out of "Risk & cost" as explained above, BHEL shall recover the amount from any money due from Contractor, from any money due to Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. BHEL shall levy over heads of 15% on all such payments.

2.7 PERFORMANCE GUARANTEE FOR WORKMANSHIP/ DEFECT LIABILITY PERIOD

Unless otherwise specified in Special Conditions of contract (SCC), the contractor shall be responsible for the quality of the workmanship and shall make good or remedy at his own expense within defect liability period which shall be for a period of 12 months from date of completion of works or else as mentioned in special conditions for contract. During this period the contractor shall rectify free of cost all defects due to faulty erection, installation & commissioning detected during defect liability period. 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 & recover the same from the Security deposit.

2.8 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with:

- (i) Bank Guarantees shall be from scheduled Banks/ Public Financial Institutions as defined in the companies Act.
- (ii) The Bank Guarantees shall be as per prescribed format as per format approved by BHEL.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

- (iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/ extended for the required period (subject to a minimum period of 6 months), as per the advice of Engineer in charge. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- (iv) In case of extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Head of Department and approved by the Head of unit.
- (v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder
- (vi) Bidders to note that any corrections to the Bank Guarantees shall be done by issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- (vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the HOD Maintenance Department.
- (viii) The validity of Bank Guarantee towards security deposit shall initially up to completion period plus defect liability period + 3 months (claim period) and the same shall be further kept valid as per advice of Engineer in charge.
- (ix) Further BHEL reserves the right of forfeiture of security deposit in addition to other claims & penalty in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms & conditions of the contract. BHEL reserves the right to set off the security deposit against any claims of any contracts with BHEL.
- (x) Release of SD: 100% SD shall be released only after expiry of Defect liability period subject to satisfactory completion of work as per contract & submission of claim as per prescribed claim format.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

CHAPTER III

CONTRACT EXECUTION & PERFORMANCE

3.1 GENERAL INSTRUCTION TO CONTRACTOR FOR WORK EXECUTION

- 3.1.1 The decision of BHEL regarding interpretation of any of terms and conditions set forth in the agreement shall be final and binding on the contractor. The contractor shall, except as provided under schedule "B" & "C" includes all labour, materials, tools, plant, equipment & transport, which may be required in preparation for, and in the entire execution and full completion of work. Schedule "A" shall be deemed to have prepared in accordance with good practice and recognized principles & unless otherwise stated the descriptions given therein shall be held to include rate on materials, carriage, and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labour necessary in and for the entire execution and full completion aforesaid.
- 3.1.2 In case of any discrepancy between schedules "A" the specification and/ or the drawing, the Accepting Officer shall be the deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer are essentially as are reasonable and obviously and fairly intended for the satisfactory completion for the work, whose decision shall be final and conclusive. Such details shall be provided by the contractor without any extra cost as if they were specifically mentioned and shall be deemed to be included in the contract. The contractor shall be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed by the First Party.
- 3.1.3 If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer are essentially as are reasonable and obviously and fairly intended for the satisfactory completion for the work, whose decision shall be final and conclusive. Such details shall be provided by the contractor without any extra cost as if they were specifically mentioned and shall be deemed to be included in the contract.
- 3.1.4 The contractor shall, at his own expense, supply all stores and material required for the contract other than those listed in schedule "B" which may be provided by BHEL at the rates detailed therein subject availability at the place of issue indicated therein. All stores and materials to be supplied by the contractor shall be of the best kind as described in the specification and the contractor shall ensure that the stores and materials so comply with the specifications.
- 3.1.5. The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T& P) required for the execution of the contract other than those listed on schedule "C", which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.
- 3.1.4 The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Officer.
- 3.1.5 Contractor should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.
- 3.1.6 Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. Contractor/ authorized supervisor of the contractor shall supervise the work allotted to him and to be carried out by his employees.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

- 3.1.7 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3.1.8 Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 3.1.9 Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 3.1.10. The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which may cause unnecessary disturbance or inconvenience to the owners, tenants or occupier of other properties near the site and to the public generally and shall secure the efficient protection of streams and water ways against pollution.
- 3.1.11 The accepting officer shall furnish to the contractor free of cost, two copies of the signed drawings and scope of work, Special Conditions of Contract and copies of all the drawing and specifications on the site and the Engineer in charge or his representative shall have, at all reasonable times, access to them. The contractor shall, at his own expense, supply all stores and material required for the contract other than those which are to be supplied by BHEL Varanasi and mentioned in the Tender document.
- 3.1.12 The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T& P) required for the execution of the contract other than those which are to be supplied by BHEL Varanasi and mentioned in the Tender document.
- 3.1.13 Execution of Contract Agreement: The successful tender's responsibility under these contracts commences from the date of issue of the letter of intent (LOI) by BHEL. The tender shall submit unqualified acceptance to the letter of intent/ award within the period stipulated therein.
- 3.1.14 The successful tender shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of the LOI/ LOA and in any case before releasing the first running bill. The contract agreement shall be signed by a person dully authorised/ empowered by the tender. The expenses for preparation of agreement document shall be borne by BHEL except cost towards purchase of non-judicial stamp paper.
- 3.1.15 After signing the formal contract agreement, as above, BHEL shall issue work order to the party containing all salient features of the contract agreement required by both the parties. A copy (required in original) shall be sent to works finance for record.
- 3.1.16 Contractor shall carry out operations hereunder with due diligence shall maintain strict discipline and shall abide by and conform to all rules and regulations promulgated by BHEL. Should BHEL feel that the conduct of any of contractor/subcontractors employees is detrimental to Organization's interest & Safety, BHEL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job. The contractor shall comply with any such request to remove such personnel at contractor's expense unconditionally within 07 days of intimation.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

3.2 WORK COMPLETION TIME

Time is the essence of the contract and is specified in the Special Conditions of Contract of the Tender document

The Contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The 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.

The contract shall be considered and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of contract, BHEL shall issue a completion certificate as per standard format, based on specific request of contractor.

The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL.

3.3 DELAY AND EXTENSION OF TIME: FORCE MAJEURE

The following shall amount to Force Majeure:-

- Acts of God, act of any Government, War, Sabotage, Riots, Civil Commotion, local combination of worker strike or lockout, Police Action, Revolution, Flood, serious loss or damage by Fire, Cyclones, Earthquake and epidemic and other similar causes over which the contractor has no control.
- Non-availability of stores, which are responsibility of BHEL etc. the same shall be covered under force majeure.
- By reason of any other cause, which in the absolute discretion of the Engineer In charge is (when he is the accepting officer of the contract) beyond the contractor control.
- 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 obligations of the contractor shall be extended by a period of time equal to 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 compensations.

When in such case(s) the accepting officer, on recommendation of the Engineer In charge (or higher authority), may make fair and reasonable extension, in the completion date of the individual items of work of the contract as a whole. Such extension, which will be communicated to the contractor by the Engineer In charge in writing, but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer In charge to proceed with the work. The delay caused on this account may be waived by the Accepting Officer on merit, on the written request of the Contractor.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

3.4 EXTENSION OF TIME FOR COMPLETION

If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.

Based on the progress review & performance evaluation, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of the backlog attributable to the contractor. Any further 'Time extension' at the end of the previous extension shall be worked out similarly.

However, if any 'Time Extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk & cost of contractor.

At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force Majeure conditions and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed / levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

3.5 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

3.5.11 As soon as possible after the contract is let or any substantial work order is placed and before the work is to begin, the Engineer In charge and the contractor shall (if so required by the Engineer In charge) agree on major milestones/ Action Plan / time and progress chart for completion of the work within scheduled time. The chart in the work order shall have the completion date of the individual items thereof and/ or the contract or order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various processes or sequences of the work, and shall be amended may be required by agreement between Engineer In charge and contractor writing the limitations of time imposed in the tender document or order.

3.5.2 In the absence of any specific time and progress chart to be agreed to between the contractor and Engineer In charge, the contractor shall ensure and maintain, uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the tender documents or order and the proportion of work that shall be completed up to any time in relation to the entire work to be done under the contract or order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the tender documents or order.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

- 3.5.3 The contractor shall suspend the execution of the work or any part or parts thereof whenever called upon in writing by the Engineer In charge. The contractor will be allowed an extension of time for completion limited to not less than the period of suspension but no other claim in respect for compensation or otherwise whatsoever will be admitted. Time may also be extended to allow for alteration of work made by the deviation order as may be decided upon by the Engineer in charge in consultation with the contractor.
- 3.5.4 Unless otherwise specified in the Special conditions of contract, Quarterly 'Evaluation of Contractor Performance' shall be assessed as per prescribed formats and shall form the basis for 'Annual /overall performance evaluation' of the Contractor. These shall also be used for evaluation of bids for future tenders.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

CHAPTER IV

SAFETY, INSURANCE AND SECURITY

- a. It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety Precautions and rules. Contractor should provide and ensure use of Personal protective equipment by his workers for safe working.
- b. Contractor should ensure that none of his worker works at a height without using safety equipment. Contractor should inform in writing concerned BHEL Supervisor/ Engineer and BHEL Fire Officer before commencement of any type of Welding work at a height or at Hazardous area where danger of catching Fire exists.
- c. In case of any Accident causing injury of casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per U.P. Govt. Workmen's Compensation Act' 1923, in case of injury or casualty causing out of accident while on work to his workers.
- d. It is the sole responsibility of the contractor to insure his employees, workmen, materials, equipment/ tools and tackles etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. BHEL shall not be responsible for any loss, damage, and pilferage of his property and/ or his employees.
- e. Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- f. The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall also ensure that their employees / workmen comply with the statutory safety rules and regulations issued from time to time.
- g. The contractor shall abide by all security regulations at BHEL HERP Varanasi from time to time.
- h. The contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer In charge and pay injury, loss or damage caused to any property or right whatsoever including property or/and rights of BHEL (or agent/ servants / any outsider or employees of BHEL) or which would be so enforceable against BHEL were BHEL a private person in respect of any such injury (including injury resulting in death, loss or damage to any person whatsoever

or property, including all claims which may arise under Workman's compensation Act or otherwise.

- i. The contractor shall not be entitled to any damages/ compensation for stoppage of work due safety reasons as provided above and the period of such stoppage of work will not necessarily be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

CHAPTER - V

VALUATION AND PAYMENT

5.1 RECORDS AND MEASUREMENTS:

- 5.1.1 All items having a financial value shall be entered in the BHEL Measurement book so that a complete record is obtained on all work performed under the contract.
- 5.1.2 Measurement shall be carried out as per unit mentioned in the bill of quality (price-bid).
- 5.1.3 The measurements shall be taken jointly by any person or persons duly authorized on the part of the BHEL and the contractor.
- 5.1.4 The Engineer in charge shall give reasonable notice in writing to the contractor of appointments for measurements.
- 5.1.5 The contractor shall without extra charge, provide assistance with appliance and other things necessary for measurements.
- 5.1.6 The contractor shall bear all the cost of measurement of his work.
- 5.1.7 Measurement shall be entered in the BHEL measurement book and signed and dated by both parties on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of BHEL in the Measurement Book or against the item or items objected to, and such note shall be signed and dated by both parties engaged in taking the measurements.
- 5.1.8 If as a result of such objection it becomes necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurement to be retaken provided that not error found by this remeasurment amount to less than 5% (five percent) of the value as recorded by the first measurement.
- 5.1.9 If the contractor's representative fails to attend when requires, the Engineer-in-Charge shall have power to proceed by himself to take measurements, and in that case these measurements shall be accepted by the contractor as final.

5.2 RUNNING & FINAL BILLS:

For progress running bills payment: As soon as possible after completion of each quarter of work (else at any period as specified in Special conditions for contract) to the satisfaction of the Engineer -in-charge, the contractor shall prepare & forward certified bills & work out the

financial value. These will be entered in Measurement Book & signed by both parties. Payment shall be made after effecting the recoveries due from the contractor.

The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Sr. Engineer. No charge shall be allowed to the contractor on account of the preparation of the final bills.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

Final bill shall be submitted as per prescribed format after completion of work as per scope and upon material reconciliation (if apply) along with the following –

- i) Non claim certificate by contractor.
- ii) Clearance certificates which ever applicable viz., clearance certificate from customer, various statutory authority like labour department, PF authority commercial tax dept. etc.
- iii) Indemnity bond as per prescribed format.
- iv) BHEL shall settle the final bill after deducting all liabilities of contractor to BHEL.

5.3 PAYMENT OF BILLS:

All payments to be made to the contractor shall be through crossed cheque marked "Account Payee Only"/ EFT within a reasonable time after the certification by the Engineer In charge. The Contractor should duly have filled EFT Mandate form certified through Bank.

5.4 RECOVERY FROM THE CONTRACTOR:

Whenever under the contract any sum of money shall be recoverable from or payable to the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

5.5 TAXES AND OTHER DUTIES:

5.5.1 SERVICE TAX:

5.5.1.1 If the maintenance contract involves supply of spares by the contractor but its value cannot be ascertained separately as per Rule 2A (i), hence the same shall be determined under rule 2A (ii) of Service Tax Act.

5.5.1.2 All parties having Service Tax registration should quote rates exclusive of Service Tax. In cases where Contractor (Service Provider) is an Individual, HUF, or Proprietary Firm, Partnership Firm whether registered or not, including association of persons (AOP), the Service Tax shall be paid as per Reverse composition method as per Notification No. 30/2012-Service Tax of Deptt of Revenue under which 50% of the total Service Tax shall be paid by BHEL Varanasi as service receiver's liability. The vendor should pay its 50% obligation under RCM and submit the challan (proof thereof) for reimbursement by BHEL. However, in case contractor is a company and registered under Companies Act, 1956, BHEL shall not pay any share of Service Tax and 100% Service Tax shall be paid by Contractor (Service Provider)

5.5.1.3 Vendors whose annual turnover is less than the exempted limit for payment of service tax (as notified by the Government of India) as on date and is not likely to exceed the aforesaid amount during the contract period should submit affidavit duly notarized to that effect along with offer.

Offer of all such Vendors shall be treated as exclusive of service tax and the rate quoted by the Vendor plus service receivers liability of Service Tax shall be added to the quoted rate for obtaining the landed cost for preparing CST at the time of deciding rate wise lowest party.

5.5.1.4 Unless otherwise specified in Special Conditions for Contract, in case the Vendor is registered under Service Tax but its offer is ambiguous w.r.t mentioning service Tax as inclusive / exclusive, BHEL shall assume that the service Tax has been quoted as inclusive.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

5.5.2 WORKS & CONTRACT TAX- WCT:

Works contract Tax as per prevailing rate which is presently 4% shall be calculated after deducting the service portion depending on nature of work.

5.5.3 INCOME TAX- IT:

All statutory taxes & levies shall be deducted from the payment, as per prevailing government rules.

5.5.4 MISCELLANEOUS CHARGES:

- a. Unless otherwise specified in the Special conditions of Contract, Water & Electricity shall be provided by BHEL free of cost
- b. All charges on account of octroi, terminal, Entry tax, royalty or sales tax and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be borne by the contractor.

5.6 LIQUIDATED DAMAGE (LD)

If the contractor fails to complete and clear the site on or before the scheduled date of completion or does not achieve the progress at any stage as set out under the Clause 3.2 to 3.5 of General Conditions, he shall without prejudice to any other right or remedy on BHEL on account of such breach, be liable to pay as compensation as liquidated damage an amount equal to 0.5 percent of the contract sum for every week of extension sought beyond the scheduled date of Completion as finalized through the contract provided always that the total amount of compensation as liquidated damages to be paid under this condition shall not exceed 10% of the executed contract price. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract.

Sd _____
(Contractor)

Sd. _____
(BHEL Executive)

CHAPTER- VI

STATUTORY OBLIGATION OF CONTRACTOR FOR EXECUTION OF CONTRACT

- (i) The contractor should ensure compliance of labour laws, payment of wages, bonus, PF, ESIC, allowances for safety & hardship & other nonmonetary/ statutory benefits etc to labours employed by him either directly or through sub- contractors, in accordance with the provisions of the Contract Labour (Regulations and Abolition) Act 1970, the Contract Labour (Regulations and Abolition) Central Rules 1971, Minimum Wages Act wherever applicable, including the relevant statutory provisions of the State Government, ESIC Act, National & state insurance Act, Maternity Benefit Act, Workmen Compensation Act etc, Gratuity Act as per latest amendment & guidelines.
- (ii) The Engineer In charge concerned shall have the right to deduct from the moneys due to the contractor any sum requires or estimates to be requires for making good the loss suffered by a worker or workforce by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified terms of the contract or non-observance of the regulations.
- (iii) In case of non-compliance of any of the labour laws e.g. payment of minimum wages to his employees or remittance of contribution to the concerned authorities etc., the contractor shall be responsible for all the expenses / liability occurring / accruing on BHEL because of this including expenditure of legal proceedings. All such expanses shall be recoverable from the contractor from any of his running contracts /security deposit / other dues with BHEL or from any contract entered with BHEL thereafter.
- (iv) Payment of bonus under the Payment of Bonus Act, payment of Gratuity under the Gratuity Act and retrenchment compensation under act will be the sole responsibility of contractor. Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules / act.
- (v) The contractor shall indemnify and keep BHEL indemnified against statutory payment to be made under for due observance of the laws aforesaid as well as the BHEL contractor 's Labour Regulations without prejudice to his rights to claim indemnity from his sub-contractor s not affecting BHEL under any event or statutory violation by the contractor.

- (vi) The laws aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of the contract.
- (vii) In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night – hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- (viii) Contractor shall comply with provisions of Apprentice Act-1961, and the Rules and orders issued there under from time to time. If he fails to do so his failure will be a breach of the contract and the Accepting Authority may, in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

Sd _____
(Contractor)

Sd. _____
(BHEL Executive)

CHAPTER- VII

SPECIAL POWERS FOR CANCELLATION OF CONTRACT

7.1 CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

The Accepting Officer, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued or shall accrued thereafter, BHEL may cancel the contract of any of the following cases and the contractor shall be liable to pay to BHEL for any loss or damage relating from any such cancellation to the same extent as provided in the case of cancellation of defaults.

If the contractor----

- (a) offer to give or agree to give to any person in BHEL service, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or for borne to do any act on relation to obtaining or execution of this or any other contract for BHEL service.
OR
- (b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Officer.
OR
- (c) Obtain a contact with BHEL as a result of ring tendering or by non-bearing methods or competitive tendering without first disclosing the fact in writing to the Accepting officer.
OR
- (d) Steal or misuse of any property of BHEL either by himself or through his workmen within his knowledge or convince.

7.2 CANCELLATION OF CONTRACT DUE TO INSOLVENCY, ASSIGNMENT OR TRANSFER OR SUB-LETTING OF CONTRACT.

The Accepting Officer, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases.

If the contractor----

- (a) being an individual or if a firm, or any partner thereof shall at any time to be adjudged bankrupt or having a receiving order for administration of his estate made against him or shall take any

proceedings for liquidation or composition under any Bankruptcy Act for the time being enforce or make any connivance or assignment or makes unauthorized or illegal arrangement for the benefit of his creditors or propose to do so, or if any application be made under any bankruptcy and for the time being in force for the sequestration of his estate of if a trust deed be granted by him on behalf of his creditors.

OR

- (b) being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstance shall arise which entitle the court of debenture holders to appoint a receiver or Manager.

OR

- (c) Assigns, sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the Accepting Officer.

Sd _____
(Contractor)

Sd. _____
(BHEL Executive)

Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at the contractor's risk and expense, provided 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, and that of the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer In charge or the same shall be recovered from the contractor by other means.

In case BHEL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintended and establishment charges as may be decided by the DGM / GM, whose decision shall be final and conclusive.

7.3 CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR'S DEFAULT:

If the contractor---

- (a) Makes default in commencing the work within a reasonable time from the date of handing over of the site and continues in that state after a reasonable notice from Engineer In charge.

OR

- (b) In the opinion of the Engineer In charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work with due diligence and continues in that state after reasonable notice from Engineer In charge.

OR

- (c) Fails to complete the work, without prejudice to any other right or remedy which shall have accrued, or shall accrue thereafter to BHEL contract.

OR

(d) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with order properly issued.

OR

(e) fails to complete the work, work order, and items of work with individual dates for completion and clear the site on or before the date completion, or if fails to achieve the conditions of contract, the accepting Officer, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter or do only such work order or items of work in default from the contract at the expense and cost of the contractor. Whenever the accepting Officer exercises his authority to cancel the contract as a whole to in part under this condition, he may complete the work as a whole or part to under this contract, the contractor shall either pay the excess amount ordered by Engineer In charge or the same shall be recovered from the contractor by other means.

Sd _____
(Contractor)

Sd. _____
(BHEL Executive)

In case of BHEL completes the work or any part thereof under provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition, shall consist of the 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 Head of Department whose decision shall be final and conclusive.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees he should settle all terminal dues including retrenchment compensation.

7.4 SPECIAL POWERS OF TERMINATION:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer Incharge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

Sd _____
(Contractor)

Sd. _____
(BHEL Executive)

Chapter VIII

MISCELLANEOUS PROVISIONS & OTHER ISSUES.

8.1 ARBITRATION:

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer In charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract .

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Seller/Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises.

The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special

Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

The Administrative Head of HERP Unit of BHEL, Varanasi shall appoint the Arbitrator. NO person other than a person so appointed shall act as Arbitrator.

The cost of arbitration shall be borne equally by the parties.

8.2 LAWS GOVERNING THE CONTRACT:

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

8.3 ORDERS UNDER THE CONTRACT:

All orders, notices etc. to be under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in tender of the contractor, shall be deemed to have been on the date when in ordinary course they would have been delivered to him. The contractor shall carry out without delay all orders given to him.

Sd. _____
(Contractor)

Sd. _____
(BHEL Executive)

8.4 JURISDICTION OF COURT:

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

8.5 OTHER ISSUES:

Value of Non judicial Stamp paper for Bank guarantee and for Contract agreement shall be not less than Rs.100 unless otherwise required under relevant statutes.

In case of any conflict between the General Conditions of Contract and special Conditions of contract, provisions specified in the Special conditions of contract shall prevail.

Sd _____
(Contractor)

Sd. _____
(BHEL Executive)