

Name of Works: WORKS CONTRACT FOR RECTIFICATION OF REGENERATIVE HEAT EXCHANGER INVOLVING IBR QUALITY HIGH PRESSURE WELD JOINTS AT SUPERCRITICAL TEST FACILITY (ScTF),AT R&D, BHEL TRICHY.

Enquiry No: 9471700085 / 22.09.2017

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	9471700085 / 22.09.2017														
2.	Name of works	WORKS CONTRACT FOR RECTIFICATION OF REGENERATIVE HEAT EXCHANGER INVOLVING IBR QUALITY HIGH PRESSURE WELD JOINTS AT SUPERCRITICAL TEST FACILITY (ScTF),AT R&D, BHEL TRICHY.														
3.	Location of work	UNIT-I & UNIT-II, HPBP-BHEL, TRICHY.														
4.	Period of contract	One month from the date of award of contract.														
5.	Earnest Money Deposit	₹ 8,930/- (Rupees eight thousand nine hundred and thirty only)														
6.	Tender Document details	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">A] Part-I <u>Technical Bid</u></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>Part-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">2</td> </tr> <tr> <td>Part-1B (Scope of Work & Technical Terms and Conditions)</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Part-1C (General Terms & Conditions of Contract)</td> <td style="text-align: right;">13</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>B] Part- II <u>Price Bid</u></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>Part-2 (Price bid)</td> <td style="text-align: right;">1</td> </tr> </table>	A] Part-I <u>Technical Bid</u>	<u>Pages</u>	Part-1A (Technical Bid-Qualifying Criteria)	2	Part-1B (Scope of Work & Technical Terms and Conditions)	7	Part-1C (General Terms & Conditions of Contract)	13			B] Part- II <u>Price Bid</u>	<u>Pages</u>	Part-2 (Price bid)	1
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7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at Works Contracts Management (WCM) Building 53,First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014														
8.	Last Date for Receipt of Tender	12.10.2017/ 10.00 Hrs.														
9.	Date of Techno Commercial Bid Opening	12.10.2017/ 10:30 Hrs.														
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.														

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INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to DGM /WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by **10.00 Hrs. on 12.10.2017** and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by **10.30 Hrs (IST) on 12.10.2017** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

BHEL is not responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

1. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / Enquiry No. Offer without separate EMD Cover (with DD/MSME/NSIC) will be summarily rejected.

Note: **1.** Offer without EMD will be rejected.

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

2. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

3. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

Note:

1. The contract will be awarded for a period of **one Month (30 days)** from the date of ordering.
2. The quoted rates shall be valid up to six months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties”.**
6. In case of more than one L1 bidders for respective schedules, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. **BHEL does not guarantee any minimum quantity.**
9. No other pre conditions along with your offer will be entertained by BHEL
10. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
11. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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12. EMD EXEMPTION FOR MSE / NSIC / SSI VENDORS:-

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate / UAM or EM II certificate along with attested copy of a CA certificate (Format is provided as **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Annexure - A

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (Here in after 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 per the latest audited financial year As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006 :
₹.....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :
₹.....Lac.

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant.

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IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work , if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (e) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (f) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- (h) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

NOTE

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent

Or

Any document submitted by the bidder was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-1A

A: Contractor Profile

1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code (If any)	
7	Labour License details. (Copy of Labour license to be attached) Note : If labour License not obtained by the contractor the same has to be obtained before commencement of Work.	() Registered and Copy Enclosed () Not Registered

Contractor Signature

Contractor Seal
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B: Qualifying Criteria:

Sl. No	Qualifying Criteria	DETAILS
A	EMD(Earnest Money Deposit) : Amount: ₹ 8,930/- (Rupees eight thousand nine hundred and thirty only) (Offer without EMD will be rejected.) (EMD will be waived off for SME/NSIC/SSI vendors upon verification.) (Copy of valid Certificate to be enclosed)	AMOUNT :₹ DD NO: DD DATE: ISSUING BANK :
B	Technical Competence :	
B.1	Experience of execution of at least two contracts involving IBR quality high pressure weld joints during last seven years ending on 31.03.2017. (Documentary evidence to be enclosed) Experience certificate / WO copy from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank statement for transaction of payment.	
B.2	Vendor should have at least one welder having experience with valid IBR welder certificate of welding material of T22, T91, and SS347H. (Valid IBR welder certificate to be enclosed)	
B.3	Income Tax Registration (PAN) (Details & Self-attested copy to be furnished)	Copy of Income tax registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
B.4	Goods and Service Tax (GST) Registration (Copy of registration details indicating GSTIN to be submitted along with offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer))	Copy of Goods and Service Tax (GST) Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
B.5	Acceptance to scope of work (Annexure-1B) & General terms, conditions of contract. (Annexure-1C).	<input type="checkbox"/> Accepted / <input type="checkbox"/> Not Accepted

NOTE: Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid and affix his seal

Contractor Signature

Contractor Seal

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

BILL OF QUANTITY

SL NO	Description of Work	OD mm	Thickness in mm	Weld material combination	Type of Joint	Number of Joints
1	Welding of cold side tube with end cape.	63.5	12	SA213 T91 to SA182 F22CL3	Butt Joint	8
2	Welding of Tee pieces with mixture of 2 piping.	63.5	12	SA213 T91 to SA182 F22CL3	Socket Joint	2
3	Welding of hot side of tube with end cape.	21.3	4.78	SA335 T22 to SA182 F22CL3	Fillet joint	8
4	Welding of hot side of tube with U bend.	21.3	4.78	SA335 T22 to SA335 T22	Butt Joint	4
5	Welding of hot side of tube with SS tube.	21.3	4.78	SA335 T22 to SA23 TP347H	Butt Joint	8
6	Welding of SS tube with hot side U bend.	21.3	4.78	SA335 T22 to SA23 TP347H	Butt Joint	8
7	Welding of hot side tube with L bend.	21.3	4.78	SA335 T22 to SA335 T22	Butt Joint	4
8	Welding of Tee pieces with mixture of 2 piping	51	12	SA213Tp347 to SA182F22CL	Socket Joint	1

1.0 Scope of Work:

The work content is as per BOQ for IBR jobs involving the following activities

- Handling of Erection materials and equipment from the storage yard (within 500 meters) to erection site.
- Lifting, positioning, aligning, fixing /erecting the materials /equipment by fastening or welding as per the drawing / instruction form BHEL.
- Cutting / modification of raw materials / existing equipment / structure to suit existing equipment.
- Fabrication of minor pipe line bends and supports
- Erection of Stainless Steel and alloy steel piping works involving IBR quality weld joints requiring pre-heating, post heating, NDT, etc. as required.
- Dismantling and re-fixing of thermal insulation.

2.0 Type of materials to be handled

Structural, Stainless Steel / Alloy steel pipe lines TEE piece, high pressure flange etc.

3.0 Responsibility of Contractor

3.1 Contractor has to bring sufficient quality and quantity of the following

- a. Material handling and lifting devices.
- b. Welding generators, welding set, and consumables (For rare electrodes, BHEL can issue electrodes if available and deduct from the bill payable).

Contractor Signature

Contractor Seal

- c. Gas cutting set and consumables.
 - d. Portable grinding equipment.
 - e. All required tools and tackles.
 - f. All safety equipment for the personnel employed namely safety shoes, belt, helmet, goggles, gloves, first aid medicines etc.
 - g. Electrical utilities required for the work.
- 3.3 Radiography & heat treatment, LPI, MPI as per IBR are also included in contractor's scope
- 3.3 It is the responsibility of the contractor to arrange for required scaffolding required if any
- 3.4 Any modification in structure / platform for removing and installing new equipments shall be in the scope of the contractor.
- 3.5 Transportation should be arranged by the contractor for transportation of erection materials from Stores/ Storage yard to Erection site.
- 3.6 For storing contractor's materials as well as the materials drawn by him from our stores, the contractor should make suitable arrangements at their own risk.
- 3.7 The contractor shall clearly register at the gate with security for the materials, tools, plant, tackles and lifting devices. No items will be permitted to take out of BHEL after completing works and without proper entry in the gate. The contractor shall furnish the copy of list of inward items to BHEL.
- 3.8 The entire surplus unused materials supplied (by Bharat Heavy Electricals Ltd) if any, shall be returned to BHEL in the condition in which they were received. The contractor shall, during the progress of work provide, erect and maintain necessary stores, office and temporary workshops required for the proper and efficient execution of the work at his own cost. The planning and layout of temporary building shall have the approval of BHEL Engineer.
- 3.9 Accommodation, transport & canteen facilities for all the personnel are to be arranged by the contractor at his cost.
- 3.10 It is the responsibility of the contractor to take care of the compensations for the injury or loss of life of personnel employed by him for the work. Insurance shall be in the scope of contractor.
- 3.11 All the men & equipment required for erection shall be in our general instruction of tender like ESI, PF etc. to their permanent employees in their contract shall be in contractor's scope.

4.0 Scope of BHEL

BHEL will provide all guidance and clarifications for erection; supply all raw materials, power, water and compressed air supply.

5.0 Work Location and content

Location: STF building in MHD Complex of BHEL, Tiruchirappalli.

Maximum work elevation: + 2 m from ground level.

Maximum weight of a single component: 40 kg.

Maximum weight of a single assembly to be handled: 1500 kg

6.0 Quality control procedure for erection

General standard adopted by BHEL or Quality checks shall be guidelines for erection. However, in some cases, the site Engineer shall decide the tolerance for checks and the same will be informed to the contractor in advance.

Contractor Signature

Contractor Seal

7.0 Erection

7.1 The scope of erection includes the transporting the material from the storage yard, alignment, welding, leveling, adjusting etc till the equipment are finally tested and approved for acceptance and are taken over by BHEL for putting into operation. The contractor shall provide himself all consumables in sufficient quantities like electrodes, oxygen and acetylene gas, kerosene, grease, sleepers, scaffolding materials, etc, required for the erection work. The materials supplied and used shall be the best quality and has the approval of BHEL

7.2 Erection by contractor includes the following items of work among the other things.

- a) Taking a proper inventory of all the equipment, machinery and other materials collected and stored at the work site for erection.
- b) Checking up the equipment, machinery and other materials to ensure that they conform to the specifications laid down in the contract and drawings & also to make sure that they are in proper condition to be taken up for erection.
- c) Arranging for the overhaul of any defective or unsuitable items of equipment, machinery of material.
- d) Arranging for the procurement and ensure availability at site at the time of erection work all consumable construction materials for erection work as may be needed to execute the handling and erection work.
- e) Engaging and allotting adequate number of engineers, erectors and workmen of all therequired categories (supervisory, skilled, semiskilled, unskilled labour) for carrying out different items at different stages of the erection work. The contractor shall nominate one engineer/officer as representative of the contractor who will be posted to site when the contractor shall contact for any matter. Any notice to him shall deem to be the notice to contractor.
- f) Checking up each individual item of the equipment as also each individual lines to ensure that the erection of these items have been properly carried out in conformity with the erection drawing and instruction as given by the contractor.

7.3 After all the installation and assembly work is completed, the entire plant assembly including the pipe lines shall be checked for leak test, to ensure that individual items of equipment including pipe lines have been properly installed. The pipe lines shall be checked up by tests to make sure that all the fittings, etc have been properly fitted up and that there are no leakages or wrong connection of interconnecting pipes etc. The testing shall be in accordance with Indian standards or accepted international standard. In the absence of either, the work shall conform to the best prevalent practice.

7.4 It is only after the entire plant assembly has been thoroughly checked up on the lines indicated above and found satisfactory that the erection work shall be deemed to be completed and the equipment considered ready for commissioning. The authorized representatives of the contractor shall issue a certificate regarding the completion of the erection work to the effect that the whole plant has been tested properly.

7.5 The contractor will get allotted a suitable open space within a reasonable distance from the actual site of work for the storage of the equipment, materials required for the erection work of the plant. BHEL accepts no responsibility for the loss or damage to the contractor's materials arising from any reason. The responsibility of safeguarding against any such possible losses or damages rests with the contractor.

Contractor Signature

Contractor Seal
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- 7.6 The contractor shall comply with provisions of the payment of wages act 1936, minimum wages act 1948, Employers liability Act 1938, workmen's compensation Act 1923, Industrial disputes act 1947, maternity benefit act 1961, and mines act 1970, or any modifications there-of or any other law relating thereto and rules made there under from time to time.
- 7.7 BHEL does not accept any liability for any payment, towards the nonpayment wages & other payments in full / part to their workmen and staff. The contractor shall agree to indemnify and save BHEL from any such claim made directly or indirectly at any point of time.
- 7.8 BHEL does not accept any liability for any payment towards the reimbursement of loss or damage to the contractor's materials, for payment of any compensation for injuries including the loss of life to their workmen & staff, resulting from causes of circumstances which are not of contractor's making at any time during the period of erection.
- 7.9 The contractor shall bear all loss, expense and damage in connection with and agrees to indemnify and save BHEL harmless of, from and against all claims, demands, losses, expenses and judgments made or recovered by reason of liability imposed by law upon the contractor for damages because of personal injury, including death at any time resulting there from, sustained by any employee of the contractor or its sub contractor(s) and whether or not arising out of or in consequence of the performance of this contract, whether such injuries are due or claimed to be due to any negligence of the contractor, the contractor or his employees, agents, subcontractors or any other person.
- 7.10 The contractor shall take all reasonable care to protect the work under erection till such time the erected equipment are taken over by Bharat Heavy Electricals Ltd. Caution notices shall be displayed by the contractor to give warning to the person working at site or access to any part which may deem to be unsafe or hazardous.
- 7.11 In case of damage or loss to any equipment of any property there of BHEL caused by the contractor 's men, while handling and erecting the same due to negligence and carelessness on the part of the contractor's men, the responsibility of loss together with overhead will be recovered from the contractor's bill. The decision of the BHEL regarding the cause as well as the extent of cost of damage is final and conclusive.
- 7.12 Until the plant and equipment are deemed to have been taken over, the contractor shall be liable and shall deem to have agreed to identify BHEL the section of negligence of the fault of the contractor or his personnel.
- 7.13 The contractor shall execute the work in a most substantial and good workmanship. The contractor shall be responsible to ensure that the workmanship conform to dimensions and tolerances given in the drawings. If any dimension of the work is found to be defective the contractor shall rectify the same at his own cost.
- 7.14 Progress Report: Contractor shall provide daily progress report as required by site in-charge indicating the major activities and the stages of completion.

9.0 Inspection

Inspection of the erection, modification work will be carried out by BHEL site In-charge (or) his authorized persons at site.

10.0 Guarantee Clause

The contractor stands guarantee for workmanship and consumables used in the works carried out by him for a period of one year from the date of completion or commissioning whichever is earlier. The contractor has to rectify any defect found during operation within one year free of charge.

Contractor Signature

Contractor Seal
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11.0 SPECIAL CONDITIONS OF CONTRACT

- 11.1 The intent of specification to provide erection services according to modern technique and codes. The mission of specific reference to any method equipment or material necessary for the proper and efficient erection of the plant shall not relieve the contractor of the responsibility of providing such facilities to complete the erection.
- 11.2 Should any error or ambiguity be discovered in the specification or information, the contractor shall clarify the same with the ScTF site in-charge of Bharat Heavy Electricals Ltd, Trichy before commencement of work. The BHEL Engineer's interpretation in such cases shall be final and binding on the contractor.
- 11.3 In case of any part work for which there is no specification as laid down in the contract, such work shall be carried out as per the instructions and requirement of the BHEL site Engineer.
- 11.4 The entire works or part of works shall not be off loaded or subcontracted except radiography and heat treatment.

Technical Terms & Conditions

1. Idle labour Charge And Period Of Completion

- 1.1 BHEL will have no liability to any stoppage caused in the work resulting in the labour of the contractor being idle either due to the above, maintenance work or breakdown of the erection equipment, tools and tackles to be supplied by Bharat Heavy Electricals Ltd if any, or due to other causes arising from the manner of execution of the work.
- 1.2 The erection will be deemed to be completed in all respect only when trial runs and acceptance of the equipment are over. The decision of the Bharat Heavy Electricals Ltd Engineer in this respect shall be final and binding on the contractor.

2. Charges for Modification and Rectification

- 2.1. If any modification or rectification in the erection work is needed due to any change in or deviation from the design of the equipment, extra charge at agreed rates shall be paid, provided the same has not arisen directly or indirectly on account of the contractor's fault.
- 2.2. For the purpose of the extra payment for which the contractor is eligible, the tenderer shall indicate in his tender the single man-hour rate applicable to all categories of his workmen. The consumables used if any for the modification and rectification as approved by the Engineer-in-charge shall be in contractor's scope.
- 2.3. All other modification and rectification shall be carried out by the contractor at his own cost. The decision of the engineer whether the modification or rectification is of major in nature or not shall be final and binding on the contractor.
- 2.4. All works such as cleaning, leveling, aligning, assembly, temporary erection for checking, dismantling surface preparation, edge preparation of pipes and plates for welding, fitting, welding, cutting, grouting straightening at which in the Engineers opinion are incidental to the final satisfactory erection shall be carried out by the contractor for which no extra claim shall be allowed.

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Name of Works: WORKS CONTRACT FOR RECTIFICATION OF REGENERATIVE HEAT EXCHANGER INVOLVING IBR QUALITY HIGH PRESSURE WELD JOINTS AT SUPERCRITICAL TEST FACILITY (ScTF), AT R&D, BHEL TRICHY.

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3. Contractor's Personnel

- 3.1. The contractor shall employ especially skilled labour in addition to semi-skilled and unskilled labour required for erection work. In case, the labour strength has to be increased to complete the erection work within the stipulated period, no extra claim for payment under any circumstances will be entertained. The contractor shall employ only fully trained men with previous experience on similar jobs. Bharat Heavy Electricals Ltd reserves the right to decide the suitability of workers and other personnel who may be employed by the contractor.
- 3.2. It is the responsibility of the contractor to have the required number of qualified supervisory Engineering staff who can read drawings and execute the works as per the drawing and control contractor's labour force.
- 3.3. The supervisory staff employed by the contractor shall also ensure proper out turn of work and discipline by the labour to be put on the job by the contractor and in general see in coordination with the staff of BHEL.
- 3.4. The contractor shall be responsible for the better House keeping of his stores, work spot etc and he shall instruct his staff accordingly.
- 3.5. The contractor shall ensure that his workers and staff engaged on the erection work will work and behave in general conformity with the prevailing codes of discipline prescribed by the contractor for its own work and staff. The contractor shall retain the right to order for removing from its property any person not complying with safe legal and reasonable rules of behavior and operation of vehicles and equipment.
- 3.6. The contractor shall arrange for PF and ESI for his employees. All documents pertaining to the welfare of the employees shall be submitted to BHEL's welfare/other concerned department for scrutinizing & clearing before the start of the contract work. The contractor shall also arrange necessary insurance coverage for tools, tackles and other instruments and equipment required for erection. The contractor shall not claim for any damages for the above from BHEL.

4. Drawing and Documents

1. Upon award of contract, drawings/sketches shall be issued to the contractor by **BHEL**. All the drawing notes which will be available with the site engineer and shall form an integral part of the contract.
2. Any documents, drawings/sketches, supplied by BHEL to the contractor in pursuance of this contract shall remain the property of BHEL and any information derived shall be regarded as secrete and confidential and shall not without consent in writing of BHEL, be published or disclosed either in full or part to any third party or made use of by the contractor, except for the purpose of implementation of this contract. On completion of the work, the documents drawings etc shall be returned to BHEL in good condition.

5. Facilities Provided By BHEL

Area in open ground will be provided for storage of materials and equipments. Water including drinking water required for the labor will be supplied free of cost.

Permission for erection of temporary work sheds etc, at site will have to be obtained from BHEL in writing in advance. Subject to availability, electrical energy required for the work may be provided by BHEL free of cost at any one point at the site as decided by the Engineer In-charge. BHEL does not accept any liability whatsoever for non-supply, delay in supply, that there is no wastage of electrical energy, otherwise supply is liable to be stopped at contractor's risk and cost.

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6. Cleaning of Equipment

4.1 The contractor shall clean thoroughly the internal surface of all equipment, piping before erection by wire brush & air blowing as per the instructions of BHEL Engineer.

7. Safety Measures

- A list containing the names of person who are working, their age, designation, pay, nature of work, is to be furnished immediately on receipt of work order.
- In all matters of dispute the decision of the Additional General Manager, Works contract Management, BHEL, Tiruchy-14 shall be final and binding on the tenderer / contractor.
- Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rates quoted shall be deemed to be inclusive of all such contingencies.
- All materials if any brought by the contractor for incorporation in the work shall be got inspected and approved by the Engineer In-charge before they are incorporated in the work.
- AGM /R&D or his duly authorised representative including a third party inspection agency shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and test any portion of the work or examine the materials and workmanship during their manufacture, erection and testing. The contractor shall give due notice in writing to the inspecting Engineer of BHEL when the materials to be supplied and incorporated are ready for inspection and test. No materials shall be incorporated in the work until the inspection Engineer has certified in writing that such materials have been inspected and approved by him.
- The contractor shall closely scrutinize all the drawings issued in connection with the work by this organization and bring to the notice of the Engineer In-charge, any discrepancies/ omissions in the drawings before undertaking the actual work pertaining thereto.
- The contractor should submit in advance every fortnight a detailed program of work to be undertaken from time to time strictly in conformity with the time and progress chart covering the entire constructed work and reschedule wherever necessary during the progress of the work so as to achieve the targets set. Periodical progress reports, once in every fortnight, should also be furnished by the contractor regarding the collection of materials issued and to be issued form and other relevant information as asked for by the Engineer /In-charge and other BHEL officer /office In-charge of the work.

8. Time-Essence of contract

- The time and date of completion of the work as stipulated in this contract shall be deemed to be the essence of the contract. The vendor shall so organize his resources and perform his work so as to complete the contract not later than the date specified.
- The general instructions to tenderers shall be deemed to form an integral part of the contract for the work to be entered into.

9. Delayed Execution

1. If the work is not completed within the due date as specified in the enquiry, due to the delay caused by the contractor even after making available all required equipment and material, a penalty of 0.5% for every week (or) part thereof beyond the due date subject to a maximum of 10% of total value of the order shall be recovered from the contractor's bill.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work order as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) 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 persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. Deviations:

The contractor shall carry out any Scope of work as per instructions of Executing official.

Contractor Signature

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4. Work To Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. Assignment of Transfer of Contract:

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than ` 20 Lakh, the amount in excess of ` 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.

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

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The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

Modes of Deposit:

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

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

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor 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.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Contractor Signature

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9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, 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) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) 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.

10. Orders under the Contract:

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

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

11. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

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3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. Precautions against Risk:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. Damage & Loss to Private Property & Injury to workmen:

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

14. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

15. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or 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 for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

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16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

BHEL, 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 any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost 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 the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

17. Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

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HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost 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 the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

18. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

19. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** 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.

20. Submission and Processing Of Bills:

Payment of Bills:

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by respective area **Engineer in charge**.

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

21. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Documentary proof for payment of PF/ESI with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.

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- c) Any other relevant document which is required from time to time as per BHEL requirement.
- d) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

22. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

23. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

24. Refund of Security Deposit:

The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

25. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

26. Arbitration:

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or 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 to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER 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. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

Contractor Signature

Contractor Seal

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27. Signing Of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

28. LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10 % of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

29. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

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30. Common Terms and Conditions for Works Contract relevant to Safety:

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

31. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

32. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

32. RISK PURCHASE:

- a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- c) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

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In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited

33. Notices of Accidents

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

34. Government Law's Covering Under This Contract.

1. The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

2. Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

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The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

And any other law, or modifications to the above or to the rules made there under from time to time

35. Conditions Related to the Welfare of Labours

1. The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
3. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
4. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees' Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time
5. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
6. The Contractor will have to make payment to the Contract Personnel, as per minimum wages prescribed by the Government of Tamil Nadu from time to time and additional payment per month (over and above the minimum wage) as given below, any amendment to the government notification, from time to time will be applicable and become part and parcel of these conditions.

Unskilled	-----	₹ 3,200/-
Semiskilled	-----	₹ 3,700/-
Skilled	-----	₹ 4,100/-
7. The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.
8. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.

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9. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
10. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
11. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the Contractor.
12. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
13. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

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PART-II (PRICE BID)

ANNEXURE-II

SL NO	Description of Work (Welding to be carried out as per BOQ Specification)	UOM	Appro x. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
1	Welding of cold side tube with end cape.	Nos	8	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
2	Welding of Tee pieces with mixture of 2 piping.	Nos.	2	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
3	Welding of hot side of tube with end cape.	Nos.	8	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
4	Welding of hot side of tube with U bend.	Nos.	4	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
5	Welding of hot side of tube with SS tube.	Nos	8	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)

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6	Welding of SS tube with hot side U bend.	Nos	8	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
7	Welding of hot side tube with L bend.	Nos	4	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
8	Welding of Tee pieces with mixture of 2 piping	No	1	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
Total amount (Excluding GST) (A) (₹)					
GST @ % (B) (₹)					
Total amount (Including GST) (C=A+B) (₹)					

NOTES

1. The rate quoted shall remain firm and throughout the valid for entire Contract period and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.
2. The base rate should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
3. Quotation should be valid for a period of 180 days from the date of Tender opening
4. Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties”. The contract will be awarded to only one contractor based on the total value of the offer (package basis L1)
5. In case of more than one L1 bidders, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
6. No other pre conditions along with your offer will be entertained by BHEL
7. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted by vendor is inclusive of all taxes and duties levied excluding GST .
8. Applicable GST at the time of execution of contract shall be payable to vendor.

Contractor Signature

Contractor Seal