

(47)

BHARAT HEAVY ELECTRICALS LTD.
HEAVY EQUIPMENT REPAIR PLANT, VARANASI



Ref: HERP/Maint./2019-20/01

Date: 22.08.2019

To,

Email: _____

Sub:- Reconditioning work of leveling & alignment of NPS Shop LT Crane rails

Dear Sir(s),

Sealed Tenders/Quotations, Super scribing the Name of Work, Tender Notice Number (HERP/MAINT./RC/2019-20/01, Dated 22.08.2019 and Due Date 21 days from the date of hosting of tender on website, are invited by the undersigned for executing the following work to the parties who meet our **Pre-Qualification Criteria** (placed at P-2, Clause-2 of Tender document).

Sl. No	Description of Work	Earnest Money Deposit	Due Date	Completion Time
1.	Reconditioning work of leveling & alignment of NPS Shop Long Traverse Crane rails	14149.00		60 days from the written permission to start the work

Cont.

Pradeep Kumar

(A0)

SCOPE OF WORK FOR RECONDITIONING WORK OF LEVELING & ALIGNMENT OF NPS SHOP LT CRANE RAILS

S. No.	Description	Qty.	Rate	Amount	Applicable Tax	Rate	Amount
1.	Alignment of LT Crane Rail of NPS Shop EOT Crane	196 m. bay length					
2.	Leveling of LT Crane Rail of NPS Shop EOT Crane	34 Nos. of load bearing Columns					

SPECIAL CONDITION OF CONTRACT

1) EXECUTION OF WORK:

Further off- loading of the work either in part or in full is not permitted in any case, without prior permission from awarding authority. Otherwise the contract is liable to be terminated at the discretion of BHEL.

2) PRE-QUALIFICATION CRITERIA:

In order to participate in price bid i.e. part-II bid, bidders must qualify in part-I bid i.e. techno commercial bid. Commercial suitability shall be based on BHEL's assessment regarding unconditional acceptance of all terms & conditions mentioned in this tender & financial capability (positive net worth during last three FY). Minimum qualifying criteria for technical suitability shall be as mentioned here under:-

- (1) The bidder should have an Average Annual financial turnover during the last 3 years, ending 31st March 2018 not less than Rs. 2.2 Lakhs as per audited balance sheet (CA certified copy to be attached with Technical bid).
- (2) The bidder should have the experience of successfully completing similar works during the last three years ending 31st July 2019 with either of the following.
 - a) Three similar completed works costing not less than the amount equal to Rs.2.84 Lakhs each.
 - Or**
 - b) Two similar completed works costing not less than the amount equal to Rs. 3.54 Lakhs each.
 - Or**
 - c) One similar completed work costing not less than the amount equal to Rs 5.67 Lakh.

Pradeep Kumar

Definition of similar work(s):- Any of the following work shall constitute similar works:-

1. The bidder should be PMD Vendor of any Unit of BHEL for reconditioning & retrofitting work or Annual Maintenance Contract for EOT Cranes having capacity of minimum 30 T. and should have been successfully completed such work.
2. The bidder should have been awarded & successfully completed reconditioning & retrofitting work or Annual Maintenance Contract for EOT Cranes having capacity minimum 30 T. in any Central Govt. Under taking/ Railways/ MES.

3) DOCUMENTS REQUIRED:

3.1 The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

3.2 Audited copy of Balance Sheet and profits & loss Account statements of last three financial years .In case of unavailability of Balance Sheet and Profit & Loss statement for the above mentioned financial years, CA certificate for the same shall be furnished.

3.3 Copy of acknowledgements of IT return of last three financial years w.e.f.:2017-18 and before.

3.4 Copies of Work Orders / award letters along with certificates of successful completion of the similar services executed by the bidders during last 3 years ending on 31.03.2018 as a supporting document (such as TDS certificate, completion certificate etc.) against Point no. 3.(2) of PQC. BHEL reserves the right to **cross check** the documents from the issuing department. Evaluation will be done on the basis of documents submitted along with the tender.

3.5 Bidders have to submit a copy of PAN No. & GST No.

3.6 Un-priced price bid format duly signed by the bidder shall be submitted along with technical bid.

3.7 A copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid.

3.8 Bidders have to submit the No Deviation Certificate duly signed in the format mentioned in **Annexure-A**.

3.9 The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.

4) FACILITIES:

4.1 BHEL will provide following facilities free of cost, if available during reconditioning and retrofitting work at HERP, Varanasi.

All consumables like lubricants, kerosene oil, cotton waste, water, electricity, compressed air etc. will be supplied free of cost during reconditioning and commissioning inside our premises.

However the service provider should make his own arrangements for all the types of hand tools including pneumatic / electrical drill machines, grinders, gas cutting

Pradeep Kumar

machine, Chain Pulley Block of adequate capacity, scraping machines, hydraulic jack etc. along with the necessary straight edges & water levels etc.

4.2 Crane facilities are available free of charges while working inside BHEL premises only depending upon the availability of such item.

4.3 All the fasteners (like Nuts and Bolts), Portable welding machine, Chain Pulley Block of adequate capacity and lifting slings are to be arranged by service provider.

4.4 Accommodation for workmen and staff have to be arranged by service provider only, BHEL will not provide any accommodation.

5. TERMS OF PAYMENT:

5.1 95% of contract value will be paid after successful completion of all jobs to the satisfaction of Engineer in charge.

5.2 Balance 5% of contract value after the completion of defect liability period which shall be for 12 months from the date of completion of work in totality. This payment can however be released on receipt of Performance Bank Guarantee of 5% of Work Order value valid for one year from the date of handing over to cover the guarantee period.

6. PAYMENT OF BILLS:

6.1 All payments to be made to the service provider shall be through EFT, service provider shall submit their first and final bill after the completion of work. The First and final bill complete in all respects accompanied by BHEL engineers certified/measurement sheet, jointly signed, will be paid within thirty days of the receipt of bill in finance department. The measurement will be taken as specified in terms and conditions of contract and certified by the BHEL engineer of actual work. However no extra payment shall be made in the event of delay in release of payment within thirty days for final bill from the date of submission of bills complete in all respect.

6.2 BHEL HERP will make payments in two parts: -

PART-1: Basic invoice value and all other charges (except GST amount) will be paid as per work order payment terms.

PART-2:

GST portion of invoice value will be paid only after fulfilling following condition:

(A) Payment of GST amount in to Govt. account by service provider 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: No advance payment will be made by BHEL HERP Varanasi in any case.

Pradeep Kumar

6.3 Clarification of bills:

Clarification required, if any, on the bill submitted by contractor/supplier/service provider shall be sought by BHEL in one go within 7 days from the date of submission of the bill. Payment of the bill as per clause 6.1 and 6.2 shall be made only after receipt of clarifications. Time taken by contractor/supplier/service provider in providing clarification will not be counted within 30 days mentioned in previous clause for calculation of payment due date.

6.5 TAXES AND OTHER DUTIES:

- 6.4.1 Goods and Service Tax (GST) for the execution of the contract shall be payable extra as per prevailing rate (Present rate 18%).
- 6.4.2 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.

 **7. GST CLAUSE :** Input tax credit of GST can be availed by BHEL only after completion of work and GST invoice is in possession of BHEL therefore, service provider should ensure the following in respect of WOs issued by BHEL.

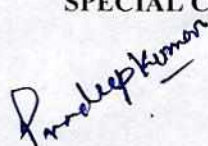
GST invoice should contain address, GST No. and PAN no. of BHEL as well as of service provider. Applicable HSN/SAC code of the material should be indicated in the GST invoice.

- (i) Three copy of GST invoice should be sent after completion of work to avoid any delay in availing input credit by BHEL.
- (ii) Declare such invoice in his GSTR-1 return for the month of provision of service.
- (iii) Payment of GST to statutory authorities within prescribed time.

In case GST credit is delayed /denied to BHEL due to non or delayed provision of service and or tax invoice or expiry of timelines prescribed in GST law for availing such ITC or any other reason not attributable to BHEL, GST amount shall be recoverable from vendor along with interest /penalty leviable on BHEL.

In case service provider delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal shall be recoverable from service provider along with interest levied/leviable on BHEL.

Some time BHEL HERP Varanasi is unable to avail input credit in spite of the fact that GST had been paid to the respective service provider against their invoices. This happens due to either not filling of GST return within scheduled date or non-display of GST credit



36

in BHEL GSTIN No. 09AAACB4146P2ZC or both of them. Therefore, to avoid any situation of loss of input credit to BHEL or liability towards interest/penalty, BHEL HERP will make payment in two parts i.e. Basic invoice value and all other charges (except GST amount) will be paid as per W.O. payment schedule and GST portion of invoice value will be paid on availability of credit of same in BHEL GSTIN.

8) INSURANCE:

Service provider should get all his employees/ workers insured before start of work at our premises. The documents to this effect to be handed over to Engineer in charge before start of work.

9) COMPLETION PERIOD FOR RECONDITIONING WORK:

The total reconditioning work including final commissioning & trial run shall be completed within 60 days from the date start of work. The service provider has to clearly specify the time in weeks for different stages of reconditioning. **NPS Shop Crane rail will be handed over in part for levelling & alignment of LT rails, so that operation of NPS Shop is least affected.** All parties have to agree to this condition.

10) SUBMISSION OF OFFER:

The offers must be submitted in Two Part bid System in separate sealed envelopes marked as (Technical & Commercial, and Price Bid Offer) sealed in one main envelope super scribed as **OFFER FOR RECONDITIONING WORK OF LEVELING & ALIGNMENT OF NPS SHOP CRANE RAILS**, to be sent at following address via Speed Post, Courier or Registered post so as to reach well before tender opening date.

**DGM (Maint. & Mod.)
Bharat Heavy Electricals Ltd., HERP
Tarna, Shivpur
Varanasi-221003**

10.1 Technical & Commercial Offer (part-I bid) :-

The Technical offer should contain point wise confirmation of the acceptance of all the above technical requirements (Including Statutory requirements / Safety / Execution Period) of the enquiry. All tenderers have to agree all items mentioned in our BOQ and an acceptance to this effect to be attached to Techno-commercial offer. No deviation / relaxation sought by the contractor will be accepted and their offer will be summarily rejected. The commercial documents like EMD, Acceptance of our payment terms etc. should also be submitted in the Technical & Commercial offer.

10.2 Price Bid (part-II bid) :-

This envelope should contain only the offered price (i.e. item wise quoted rates, amount and applicable taxes for reconditioning work of leveling & alignment of NPS Shop Crane rails (**Refer Annex A**)).

In the offered price all tenderers should mention % premium or rebate over their estimated rates.

P. Deep Kumar

11) **Tender Cost:** The cost of tender is **Rs.100/-** is to be deposited only through Electronic Fund Transfer for BHEL Bank Account details are attached.

12) **Earnest Money Deposit & Security Deposit: (Ref Clause 2.4 & 2.5 of GCC):**

Earnest Money is to be deposited only through Electronic Fund Transfer for BHEL Bank Account details are attached. Earnest money deposit of unsuccessful offers would be returned.

13) **Pre-bid Inspection by Tenderer:**

The tenderer can inspect the Cranes & LT Rails of NPS Shop at our premises on any working day at their own cost with prior intimation, before quoting if they desire so, before the last date for submission of tenders.

14) **Last date for Tender Submission and Opening:**

Tenders are to be submitted (in 2-part bid system) by 14.00 Hrs. on or before.....and will be opened at 14.30 Hrs. on the same day, at BHEL, Varanasi.

15) In the event of acceptance of full tender, and if the contractor / bidder fails to commence the work with in promised period, BHEL shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

16) Accepting authority reserves the right to reject any of the quotations without assigning any reason thereof.

17) **General Terms and Conditions:**

The General Terms and Conditions for inviting tenders and award of contract running into 24 pages is attached herewith will also form part of tender document.

18) **Validity of Quotation:**

Quotations must be valid for at least 90 days.

19) **Penalty:** If the service provider 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 or part thereof 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.

Note: If any discrepancy is found in the tender document then at the time Special condition of contract will overrule the General condition of contract.

Pandeep Kumar

EFT details of BHEL, HERP, and Varanasi

- 1) NAME OF THE BENEFICIARY: BHARAT HEAY ELECTRICALS LIMITED
- 2) ADDRESS: HERP, TARNA, SHIVPUR VARANASI UP-221003
- 3) BANK NAME: STATE BANK OF INDIA
- 4) BRANCH: MAIN BRANCH, NEAR KACHARI VARANASI
- 5) BANK TELEPHONE NO. : 0542-2508280
- 6) BANK IFSC CODE: SBIN0000201
- 7) MICR CODE: 221002002
- 8) BHEL ACCOUNT NUMBER: 11103264820
- 9) ACCOUNT TYPE : CURRENT A/C
- 10) PERMANENT ACCOUNT NO. : AAACB4146P
- 11) BHEL HERP GST NO. 09AAACB4146P2ZC

Pradeep Kumar



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

HEAVY EQUIPMENT REPAIR PLANT, TARNA, SHIVPUR, VARANASI-221003

हेवी इक्विपमेंट रिपेयर प्लांट, तरना, शिवपुर, वाराणसी-221003

Tel.: 0542-3076050

To

NBPPL,
FGUTPP, Stage-IV Project,
Unchahar, Dist.: Rae Bareilly (U.P.)

Sub: Authorization of all our payments through Electronic Fund Transfer System for FGUTPP, Stage-IV

Dear Sir,

We hereby authorize NBPPL to make all our payments for FGUTPP, Stage-IV project through Electronic fund transfer system. The details for facilitating the payments are given below:

- 1) NAME OF BENEFICIARY BHARAT HEAVY ELECTRICALS LIMITED
- 2) ADDRESS HERP, TARNA, SHIVPUR, VARANASI, UP-221003
- 3) BANK NAME STATE BANK OF INDIA
- 4) BRANCH MAIN BRANCH, NEAR KACHAHARI, VARANASI
- 5) BANK TELEPHONE NO 0542-2508280
- 6) BANK IFSC CODE SBIN0000201
- 7) MICR CODE 221002002
- 8) BHEL ACCOUNT NO 11103264820
- 9) ACCOUNT TYPE CURRENT A/C
- 10) PERMANENT ACCOUNT NO AAACB4146P
- 11) VAT REGISTRATION NO. (TIN NO.): 09883800168 Dtd 30.05.07

All payments may be intimated through email to ashutosh@bhel.co

AUTHORIZES SIGNATORY (Rakesh Kumar/Rajiv Kumar)
Date: 23.03.2015

BANK CERTIFICATION

BHEL HERP, Varanasi

It is certified that above mentioned beneficiary holds a bank account no. 11103264820 with our Branch and Bank particulars mentioned above are correct.

Authorized Signatory

Name

Date

Regd. Office: BHEL House, Sirifort, New Delhi-110049. रजि० ऑफिस: बी एच ई एल हाउस सिरीफोर्ट, नई दिल्ली, 110049

Rakesh Kumar

NO DEVIATION CERTIFICATE

To,
DGM (Maint & Mod.)
Bharat Heavy Electricals Ltd.
Tarna, Shivpur,
Varanasi

**Sub: No deviation certificate for Tender against "Reconditioning work of leveling & alignment of NPS Shop LT Crane rails.
(Tender Notice No.- (HERP/MAINT./RC/2019-20/01,**

Sir,

This is to inform you that we have not taken any deviation from any of the Special Terms and Conditions for Reconditioning work of leveling & alignment of NPS Shop LT Crane rails of the tender documents while quoting the rates. All terms & conditions mentioned in the Special Terms & conditions are acceptable to us.

Thanking you,

Yours Sincerely

Signature, seal and address of the party

Pradeep Kumar

Annexure - A**PRICE BID FOR RECONDITIONING WORK OF LEVELING & ALIGNMENT
OF NPS Shop LT LT CRANE RAILS**

Tender Notice No. – HERP/MAINT./RC/2019-20/01,

S. No.	Description	Qty.	Rate	Amount	Items weightage in total value
1.	Alignment of LT Crane Rail of NPS Shop EOT Crane	196 m. bay length	1220.00 per meter	239120.00	40%
2.	Leveling of LT Crane Rail of NPS Shop EOT Crane	34 Nos. of load bearing Columns	10600.00 each column	360400.00	60%

Total = 599520.00

I/We hereby quote % premium or % rebate on above estimated amount of Rs. 599520.00.
GST Rate on above items -
Total Quoted amount including GST (Rs. In figure) -
Total Quoted amount including GST (Rs. In words) -

Pradeep Kumar

Annexure-B

**CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes / No/ NA	Page No.
1	EMD deposition of Rs. 14 149.00 (Rupees Fourteen Thousands one hundred forty nine only) in the account of BHEL, Varanasi through NEFT/RTGS.		
2	Copies of the Audited Balance sheet and Profit & Loss account statements of last three financial years duly certified by CA.		
3	Acknowledgement of I-T return of last three financial years.		
4	Details of work experience, satisfactory work performance certificates.		
5	Copy of the PAN card.		
6	Copy of GST registration certificate		
7	No deviation certificate.		
8	Tender Cost of Rs.100/- (through NEFT/RTGS)		
9	All the pages of tender document signed & stamped.		
10	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		

Signature

With name, Designation & seal of the firm

Note: If any doubt is there in the tender document, pl. contact to undersigned.

Pradeep Kumar (Sr. Engineer –Maintenance)

Mobile no.09486430174

SPECIAL CONDITION OF CONTRACT (NIT NO. HERP/MAINT/RC/2019-20/01)

Pradeep Kumar



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 therein 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)

26

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.

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(Contractor)

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(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)

22

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.

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(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.

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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 expanses 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)

18

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.

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(Contractor)

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(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. _____
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(BHEL Executive)

16

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.

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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.

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(BHEL Executive)

14

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 remeasurement 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.

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(Contractor)

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(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 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.

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(BHEL Executive)

12

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.

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(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 n 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.

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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 accrue 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 contractor 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 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.

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(Contractor)

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(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.

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(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.

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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 of the 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.

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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.

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(Contractor)

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(BHEL Executive)