



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II , Salt Lake City , Kolkata
WEST BENGAL, INDIA

Phone : 033-23216130-31,033-23216130 FAX : 033-23211960

NOTICE INVITING TENDER

Tender Enquiry no. PSER: PUR: FEX: 165:090 Dtd. 09/09/2010

LAST DATE OF SUBMISSION OF COMPLETE OFFER: 30/09/2010 (15.00 Hours)
(Techno-commercial offer shall be opened on 01/10/2010 at 15.00 Hours)

**SUB: TENDER DOCUMENT FOR TRANSPORTATION OF ONE NO. HEAVY LIFT
HYDRAULIC CRAWLER CRANE (MODEL : LIEBHERR LR 1350/1) FROM
CHENNAI PORT TO BHEL'S CHANDWA-ABHIJEET SITE, JHARKHAND.**

1. Sealed offers are invited from reputed & experienced bidders (**meeting pre-qualification criteria as mentioned**) at the above address to be submitted in two parts a) Techno-Commercial and b) Price bid parts in two separate sealed covers which may be kept in an outer cover super-scribing the tender number on the envelopes as indicated in the " Particulars of the tender" enclosed.
2. The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, it shall be mentioned in the relevant price schedule only and submitted in separate sealed envelope. In case of bidders facing any difficulty in downloading the tender from internet website, they should contact this office (Sr. Manager / Purchase or AGM/Purchase Phone no. 033-23211690 / 2321 1496). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.
3. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL , if so decided by BHEL.
4. Earnest Monet Deposit (EMD) of Rs.1,00,000=00 either in cash deposited at BHEL office Cash section and receipt enclosed or in the form of crossed Demand Draft / Pay Order (in favour of Bharat Heavy Electricals Limited, payable at Kolkata), shall be enclosed by the bidder along with the offer, failing which the tender is liable for rejection.

One time EMD for Rs. 2,00,000.00 (Rupees Two Lakh only) will also be valid for all such jobs. Bidders who have deposited one time EMD of Rs. 2.00 lakh with BHEL:PSER for such job (evidence of deposit must be submitted) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above , there will be no change

- a) in existing clauses of this tender.
- b) In case of bidders having one time EMD ; one time EMD can not be used for SD purpose. In this case, 50% of security deposit can be deposited by the successful bidder in the form of BG within time specified in the letter of intent and balance 50% of SD shall be deducted from RA bills @ 10% of gross value of RA bills till the full security deposit is made up.
- c) **Bank Guarantee shall not be acceptable towards EMD. The EMD shall be enclosed with the Techno-Commercial Bid (Part-A).**

5. The offers shall be sent in three separate sealed envelopes as under:

COVER NO	SHALL CONTAIN FOLLOWING
COVER-I (TECHNO-COMMERCIAL BID)	<ol style="list-style-type: none"> i) Covering letter of offer ii) Pre-qualifying documents with all credential documents iii) Demand Draft etc towards Cost of Tender iv) Unpriced Techno-Commercial Bid v) Duly filled all annexures vi) References of subsequent correspondences, if any vii) Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. viii) Price schedule – Unpriced but mentioning only quoted / unquoted against each item ix) Copy of Tender change notice (TCN) , if applicable. x) All supporting documents/ Annexures etc as applicable. xi) NIT pages (all pages) xii) No deviation certificate in bidders letterhead as per format given.
COVER-II (PRICE BID)	<ol style="list-style-type: none"> i) Copy of covering letter given in Cover-I ii) Duly filled in Price Schedule
COVER-III (EMD)	Demand Draft etc towards EMD as per instruction

SPECIAL NOTE:

- A) Above three separately sealed covers shall together be enclosed in a fourth cover (Cover-IV). All the four sealed covers shall be clearly super scribed with **COVER NO WITH NOMENCLATURE, NAME OF THE JOB, TENDER DOCUMENT NO. and DUE DATE OF SUBMISSION.**
 - B) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
 - C) All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 5.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.

- 6.0 BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding
- 7.0 Bidders must visit site/ work area and study the job content, facilities available, present condition of machines etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 9.0 For any clarification on the tender document, you may seek the same in writing (two copies) within **16/09/2010**, from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 10.0 BHEL may decide holding pre-bid conference [PBC] with bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 11.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 12.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
- 13.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the format (ANNEXURE - V) enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 15.0 **The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation of Techno-Commercial bids etc. BHEL's decision in this regard shall be final & binding.**
- 16.0 While BHEL reserve the right to open the price bid (Cover-II) of the offers in camera, the date & time to open the Cover-II (PRICE BID) tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 17.0 Validity of the offer shall be for six months from the due date of offer submission (including extension, if any).

- 18.0 Firm prices are to be quoted in whole rupees, in the place meant for price or on the price schedule enclosed as applicable for the full scope of work given in Annexure-III. The rates quoted must be in figures and words as well (Prices quoted must be workable too for the job involved). Prices quoted by the bidders should be inclusive of all taxes and duties leviable by any statutory authority for this job as on the date of the tender opening.
- 19.0 Price Bids shall be evaluated based on Lump sum Price only. However, Unit Rates shall also be furnished as desired in the Price Schedule.
- 20.0 Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
- 21.0 BHEL reserves the right to accept or reject any bid without assigning any reasons thereof. BHEL also reserves the right to cancel the tender wholly or partly without assigning any reasons.
- 22.0 While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
- 23.0 BHEL reserves the right to go for Reverse Auctioning. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidders wins. In case, the bidders are willing to know the details about the methodology, they may please contact Sr. Manager / PUR or AGM/PUR, BHEL, KOLKATA

Tenders must adhere to the “ special & specific conditions of contract and quote accordingly. Any terms and conditions not covered in this, will be governed by GCC.

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

for BHARAT HEAVY ELECTRICALS LTD

Sr. Manager (PUR) / PSER

ANNEXURE - I

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

TO

**Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR
SALT LAKE CITY KOLKATA – 700 091
FAX – 033-2321-1960**

**Sub: NO DEVIATION CERTIFICATE FOR TRANSPORTATION OF ONE NO. HYDRAULIC
CRAWLER CRANE (LIEBHERR LR 1350/1) FROM CHENNAI PORT TO BHEL'S
CHANDWA-ABHIJEET SITE, JHARKHAND.**

Tender Enquiry no. PSER: PUR: FEX: 165: 090 Dtd. 09/09/2010

Dear Sirs,

With reference to above, this is to confirm you that, we have not taken any deviation from tender clauses. We hereby convey our unqualified acceptance to the terms and conditions as stipulated in the tender. We also confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that, we have not changed/modified the tender document as appeared in the website and in case of its observance at any stage, it shall become null and void.

In the event of observance of any deviation in any part of our offer at a later date, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the contractor)

ANNEXURE - II

**PRE – QUALIFICATION CRITERIA FOR TRANSPORTATION OF ONE NO. CRANE
(MODEL :LIEBHERR LR 1350/1.)**

TECHNICAL

- 1) BIDDER SHALL BE IN THE TRANSPORTATION BUSINESS FOR LAST SEVEN YEARS.
- 2) BIDDER SHALL FURNISH DOCUMENTARY EVIDENCE IN SUPPORT OF, EXECUTING ATLEAST THREE JOBS IN LAST FIVE YEARS, OF TRANSPORTATION OF CRAWLER CRANES OF CAPACITY 250MT OR ABOVE AS ON THE DATE OF OFFER SUBMISSION.
- 3) BIDDER SHALL BE IBA APPROVED TRANSPORTER AND DOCUMENTS SHALL BE FURNISHED IN EVIDENCE OF THE SAME.
- 4) BIDDER SHALL HAVE MAIN OFFICE OR LIAISON OFFICE IN KOLKATA AND CHENNAI. CONTACT POINT DETAILS WITH ADDRESS & MOBILE NO. /LAND LINE NO. IS TO BE INDICATED.

FINANCIAL

- 5) AVERAGE ANNUAL FINANCIAL TURNOVER OF THE BIDDER SHOULD BE AT LEAST Rs. 420 LAKHS FOR THE LAST THREE FINANCIAL YEAR ENDING 31ST MARCH 2010.
- 6) THE BIDDER SHOULD HAVE EARNED PROFIT IN ANY OF THE LAST THREE FINANCIAL YEAR ENDING ON 31/03/2010 AND SHOULD HAVE POSITIVE NET WORTH AS ON 31/03/2010.

*AUDITED BALANCE SHEET & PROFIT AND LOSS ACCOUNT OF LAST THREE YEARS ENDING ON 31/03/2010 NEED TO BE SUBMITTED IN SUPPORT OF (5) & (6) ABOVE.

- 7) BIDDER SHOULD HAVE VALID PAN.

Annexure -III**Scope of Work:****Brief Description:**

BHEL has placed order on **M/s. LIEBHERR-WERK EHINGEN GMBH, GERMANY** for supply of One (1) number Hydraulic Crawler Crane , **Model: LR 1350/1**. The crane along with the accessories shall be transported from **CHENNAI PORT TO CHANDWA-ABHIJEET SITE, JHARKHAND**. While Details of the tentative shipping list and their dimensions / weight is as per **Annexure-VII**. **Crane is likely to arrive at CHENNAI Port from Germany tentatively by 1st week of Nov'2010. However exact date of arrival of ship shall be intimated 2/3-days in advance.** Bidder shall depute their trucks/trailers to port accordingly.

This tender is for selecting suitable party for transportation of the crane & its accessories from **Chennai Port to Chandwa-Abhijeet, Jharkhand** of PSER. The scope of work for the bidder is as below:

01. Bidder shall arrange for suitable numbers (**deployment details of trucks and trailers with their capacity & dimension & loading plan with respect to Annexure-VII i.e. loading plan must be furnished while quoting for the tender**) of trucks / trailers/vehicles for carrying the crane along with accessories (as per the shipping list : **Annexure-VII**) from **CHENNAI PORT TO CHANDWA-ABHIJEET SITE, JHARKHAND** of BHEL-PSER. **LOADING PLAN MUST BE INTERLINKED WITH THE SHIPPING LIST (ANNEXURE-VII), INDICATING AGAINST EACH ITEM, THE TYPE OF VEHICLE, ITS CAPACITY & DIMENSION PROPOSED TO BE DEPLOYED.**

(i) UNDER ANY CIRCUMSTANCES, BOOMS/BOOM INSERTS/ JIB/JIB INSERTS SHALL NOT BE CLUBBED WITH ANY OTHER ITEM LIKE COUNTERWEIGHT, HOOK BLOCK, SIDE FRAME ETC. INDICATED IN THE SHIPPING LIST.

(ii) LACING OF BOOM/BOOM INSERTS/JIBS SHOULD BE DONE ONLY WITH NON ABRASIVE MATERIAL. IT SHOULD BE DONE WITH POLYESTER MATERIAL. I.E. WITH NYLON BELTS/STRAPS AT MINIMUM THREE LOCATIONS OF THE BOOM/BOOM INSERTS/JIBS/JIB INSERTS.

(iii) UNDER ANY CIRCUMSTANCES, LACING ROPE OR ABRASIVE ROPE SHOULD NOT BE INSERTED INTO THE HOLE OF BOOMS/BOOM INSERTS / JIB/JIB INSERTS CAUSING DEFORMATION OF HOLES RESULTING TREMENDOUS PROBLEM DURING INSERTION OF PINS DURING ASSEMBLY.

(iv) DURING TRANSPORTATION, BOOM/BOOM INSERT/JIBS/JIB INSERTS ARE TO BE SUPPORTED ON TRAILER WITH ADEQUATE NO.OF WOODEN SLIPPERS OF LENGTH EQUALLING THE ENTIRE WIDTH OF THE CONSIGNMENT. MOREOVER THICKNESS OF THE SAME SHOULD BE SUFFICIENT ENOUGH TO SUSTAIN WEIGHT & VOLUME OF THE ITEM. FOR CRAWLERS (2 NOS.) AND BOOM & JIB TRANSPORTATION ONLY FLAT HIGH BED TRAILERS OF SUITABLE DIMENSION & CAPACITY SHALL BE PERMITTED.

(v) UNDER ANY CIRCUMSTANCES, OVERHANGING (BOTH LENGTH WISE & WIDTH WISE) OF THE ITEMS ON TRAILERS/TRUCKS SHALL NOT BE ALLOWED. IF REQUIRED TRAILER BED TO BE EXTENDED BY CONTRACTOR AT FREE OF COST TO ACCOMODATE THE OVER HANG PORTION.

(vi) PHOTOGRAPH OF EACH TRAILER SHOWING CLEAR VIEW IS REQUIRED TO BE TAKEN AFTER LACING OF LOADED COMPONENTS ON TRAILER AND SHOULD BE SUBMITTED BY THE BIDDER ALONG WITH INVOICE.

(vii) VENDOR SHALL GUARANTEE AND DEPLOY THE TRAILERS IN SOUND CONDITION CAPABLE OF SAFE TRANSPORTION OF CRANE COMPONENTS.

(vii) SHIPPING LIST (ANNEXURE-VII) IS ATTACHED.

IF ANY DAMAGE TO BOOM/BOOM INSERTS/JIB/JIB INSERTS/ OTHER CRANE COMPONENTS OCCURS IN TRANSIT FOR VIOLATING ABOVE, THE CONTRACTOR MAY BE PENALISED UP TO 10% OF CONTRACT VALUE.

02. Bidder may please note along with techno-commercial bid they must furnish the following documents failing which their offer shall be cancelled-

- a. **LOADING PLAN AGAINST THE ITEMS MENTIONED IN SHIPPING LIST ANNEXURE-VII CLEARLY MENTIONING CAPACITY, DIMENSION AND TYPE OF VEHICLE PROPOSED TO BE DEPLOYED FOR THE JOB.**
- b. **ROUT PLAN FROM CHENNAI PORT TO BHEL-CHANDWA, ABHIJEET SITE, JHARKHAND, TAKING CARE OF THE DIMENSION AND WEIGHT OF THE CONSIGNMENT ENSURING THERE IS NO HINDRANCE DURING TRANSIT BY RAILWAY CROSSINGS, BRIDGES, POOR CONDITION OF ROAD ETC.**
- c. **Specific confirmation on point no. 1(i) to 1(vii) shall be furnished.**

03. Bidder shall deploy roadworthy vehicles duly insured as per MVI norms (Vehicle should have interstate permit so that there is no problem with RTO during transit) for transporting of materials from Chennai sea port (from the point of loading) to CHANDWA-ABHIJEET project site of PSER, Jharkhand. However BHEL shall take transit insurance for transportation from port to site of destination.

04. Delivery of crane with accessories shall be CHANDWA-ABHIJEET project site of PSER. Consignee shall be as follows:-

**THE CONSTRUCTION MANAGER
BHEL SITE OFFICE
4X270 MW CHANDWA TPS (ABHIJEET)
BTG PACKAGE -PHASE-I & II (2 UNITS EACH)
CHITARPUR, DIST.-LATEHAR
JHARKHAND**

NOTE:

01. BHEL shall appoint an agency as port clearing agent for the said consignment. Successful Bidder shall liaison with our clearing agent for taking over the consignment from port. **While taking over the consignment a clear status of the condition of the items shall be endorsed by bidder indicating in details about the items damaged during shipping. Otherwise it shall be construed that transporter has received the material in sound condition.**
02. It shall be bidder's responsibility to transport the cargo as per the Govt. of India rules & guidelines.
03. Bidder shall be responsible for paying any penalty / demurrage charges, if the same is payable on account of violating any rules & regulations at any point of time and lack of knowledge shall not be any excuse for the same.
04. Bidder may please note that at Port of Loading, any kind of Miscellaneous Cost regarding Loading & Lacing of consignment, welding & Special Packing for Critical Items (as per requirements) should be taken care by themselves only.
05. For loading and un-loading of consignment at respective places, BHEL shall provide handling equipment like crane of suitable capacity (Refer Shipping list-Gross Weight Column) along with slings , fuel, consumables, operator. Cost of Riggers & Labours (adequate nos.) for loading and unloading of the consignment should be taken care by the Bidder at destination site. **Bidder may please note that Driver of the Trailer or helper engaged with the driver SHALL NOT BE CONSIDERED for above purpose as mentioned.**

Annexure - IV**General Terms and Conditions:**

1. **EARNEST MONEY DEPOSIT** : EMD amount of Rs. 1,00,000/- is to be deposited by the bidder in the form and manner as per Annexure – VI (GCC & SCC).
2. **SECURITY DEPOSIT** : Security deposit is to be deposited by the bidder in the format and manner as described in Annexure – VI (GCC & SCC).
3. **DELIVERY** :
 - 3.1 **Mobilisation period for total nos. Trailer/Trucks (as quoted by Bidder in their Loading plan) at Port of Loading shall not be more than five days (05) after getting intimation from BHEL about berthing of the ship carrying consignment. For Mobilisation delay of trailers etc. at port, beyond the stipulated period, Bidder shall be penalised Rs. 20,000/- PER DAY.**
 - 3.2 **The total period for transportation of cargo from Sea port (after port clearance) to the site of destination shall not be more than 25 days** for complete consignment from date of port clearance. Delay on this account shall call for penalty as per contract provisions.
4. **VALIDITY** :

The offer should be valid up to six months from the day of Technical Bid opening. On award of contract, it shall be valid during the entire period of execution of contract.
5. **TRANSSHIPMENT** :
 - 5.1 Under no circumstances the materials once loaded at Seaport be transshipped till it is handed over to BHEL site of destination. The Material Handling Equipment shall be provided by BHEL free of cost at the destination site. The bidder shall ensure complete safety of the cargo / crane during transportation including security.
 - 5.2 In case of breakdown of vehicles, transshipment if necessary will be undertaken by the bidder at his own cost and risk. Prior permission for such transshipment shall have to be taken from BHEL.
 - 5.3 **Bidder may be penalized up to 10% of contract value** if any damage done to the equipment or accessories due to such trans-shipment and transshipment without the permission of BHEL. Any cost incurred by BHEL due to transshipment by the transporter shall be recovered from the bills of the Transporter.

During transportation of vehicles carrying the consignment a daily report on the movement of trailers/trucks indicating location to be mailed or faxed to BHEL. Bidder's contact point details to be furnished along with mobile no. in this regard. Mail ID > tkg@bhelpser.co.in ; FAX-033-2321-1960 addressed to "AGM-FEX-BHEL-PSER – Kolkata & Sr. Manager-Purchase, BHEL-PSER-KOLKATA"

6. PORT LIASIONING

- 6.1 The bidder shall collect materials at Sea Port and should be in touch with BHEL clearing agent for collecting the material in time. It shall be the responsibility of the Transporter to collect the materials after liaisoning with our clearing agent. Bidder shall be intimated about the expected arrival of ship at least three days in advance. Accordingly **bidder shall depute their truck/trailer in time at Sea Port**. The bidders shall be responsible for any delay on this account and the penalty / demurrage / handling charges on this account shall be payable by the bidder. **For certain components if hook to hook transfer is required, Bidder must deploy and position the trailer accordingly.**
- 6.2 Since the ship is equipped with cranes for unloading at port, transporter must arrange truck / trailer at port in time so that the material is directly loaded on to the truck / trailer i.e. under hook delivery of cargo. **FURTHER BIDDER SHALL BE RESPONSIBLE FOR ANY SUCH CO-ORDINATION REQUIRED AT PORT DURING LOADING OF OTHER COMPONENTS WITH PORT CRANES.**
- 6.3 It shall be the responsibility of the contractor to take **all statutory clearance / approvals** from concerned Indian authorities for safe transport and timely completion of delivery of cargoes. All commercial implication shall be borne by the agency. However assistance as felt necessary shall be provided by BHEL.

7. Tax & Duties :

- 7.1 If any government tax/duty or octroi of any nature is likely to be levied, should be brought to the notice of the BHEL well in advance.

Service Tax as applicable shall be paid by BHEL, as per existing Government guidelines. Bidder to indicate separately against the same as per price schedule format. Regarding Service Tax the Vendor to certify as follows :-

“ The transporter hereby confirms that they are not taking Cenvat Credit of Duty paid on inputs of capital goods used for providing such taxable service under the provisions of Cenvat Credit Rules ,2004 and also confirms they have not availed the benefits under notification No. 12/2003 , ST dated 20.06.2003. Hence BHEL is liable to pay service tax only on 25% of the value of freight charges and for any breach in the above , the transporter shall indemnify BHEL.”

CERTIFICATE TO BE GIVEN BY TRANSPORTER IN THEIR LETTER HEAD WITH INVOICE

“ CERTIFIED THAT WE HAVE NOT AVAILED CENVAT CREDIT OF DUTY ON INPUTS OF CAPITAL GOODS . WE HAVE NOT AVAILED THE BENEFITS UNDER NOTIFICATION NO. 12/2003, ST DATED 20.06.2003.

If any government tax/duty or octroi of any nature is likely to be levied, should be brought to the notice of the BHEL well in advance.

- 7.2 **Service Tax** as applicable shall be paid by BHEL, as per existing Government guidelines.

8. INSURANCE :

- 8.1 Transit insurance (comprehensive covering theft, damage, accident, riot etc.) of materials belonging to BHEL, from **unloading of cargo** at Sea port to delivery at destination Site shall be arranged by BHEL. However bidder shall assist in raising & settling any claims to be made in this regard.
- 8.2 Bidder shall arrange for insurance for their carriers / vehicles. For any damage of any person or the damage of property of any Person / Company / Organization / Government during transit due to the fault of Transportation Contractor or his personnel, the Contractor has to INDEMNIFY BHEL against any claim lodged by the Person / Company / Organization / Government. The expenditure in this regard shall be borne by the Transportation Contractor. **Further, during transportation if any accident occurs while the material is in bidder's custody, the retrieval or redressal cost of the equipment or the carrying vehicle shall be totally to bidder's account. This may please be noted our transit insurance is only for damage to our equipment.**

9. PAYMENT TERMS:

- 9.1 The transporters shall quote rates inclusive of all taxes and sundry charges. No extra prices apart from detention charges (if any) shall be payable to the transporter beyond the rates stated in the contract.
- 9.2 Rates shall remain valid for the whole contract period.
- 9.3 No price variation / overrun charges / idling charges to the contract value are admissible.
- 9.4 Invoice for transportation shall be submitted in triplicate to the Manager – Purchase, BHEL, PSER, Kolkata along with supporting documents for processing and payment. The following shall be submitted along with the invoice:
- i) Challan No., Truck / trailer no.
 - ii) Consignment no. and date.
 - iii) Challan receipt copy.
 - iv) Photos taken after loading on trailers.
 - v) Any other relevant documents.
- 9.5 All claims/ Invoices shall be raised within 60 days of hand-over of the consignment. All Claims / Invoices in Triplicate will be submitted to the Sr. Manager – Purchase, BHEL, Kolkata. Every endeavour shall be made to make payment to the contractor as soon as possible from the day of receipt of Invoices from the Transporter. However, the contractor shall not be entitled to claim any interest or any other charges on delayed payment.
- 9.6 All payment to the Transporter shall be made from FINANCE DEPARTMENT, BHEL – PSER – Kolkata Office. Payment shall be made in Rupees (INR).
- 9.7 Payment shall be made subject to the recoveries which BHEL is authorised to make under this contract and only progressive payment shall be released to the contractor.

10. Payment Schedule:

- 10.1 80% of contract value shall be paid on unloading & delivery of the consignments at destination site and submission of all the relevant documents.
- 10.2 Balance 20% of contract value shall be paid after commissioning of crane & at the completion of the contract and fulfilment of all contractual terms.
- 10.3 Service tax is payable extra as applicable.

11. Penalty:

- 11.1 If consignments are not delivered within the normal transit time of 25 days plus the days of loading, penalty shall be imposed on the transporter as under:
- 11.2 1% of contract value excluding taxes per day or part thereof subject to a maximum of 10% of contract value for delay in transportation excluding taxes, **apart from the clause mentioned for penalty due to improper loading of BOOM/BOOM INSERT/JIBS & Trans-shipment & delay in deployment.**
- 11.3 In case of delays for reasons beyond the transporter control the time extension of the contract will be considered on case to case basis.
- 11.4 In addition to the penalty levied, BHEL reserves the right to forfeit the Security deposit and cancellation of the contract.
- 11.5 The transporter shall not load the truck / trailer beyond its prescribed loading capacity of the vehicle. In the event the over loading is found by BHEL, the vehicle may be disallowed to move and the contractor will have to redeploy another vehicle for the purpose without any demurrage. Any demurrage arising out of this would be to the contractor's account. Any penalty, if imposed on account of such act on the contractor's part, by the statutory bodies will be on the contractor's account.
- 11.6 Liability for demurrage and Warehousing charges: Contractor shall be liable for the complete demurrage, warehousing charges and cargo detention charges incurred for the consignment pertaining to delay attributable to contractor's scope of work. Payments for the bills shall be made after making recoveries, as due.

12. GENERAL TERMS & CONDITIONS:

- 12.1 Before quoting, the tenderer shall ascertain the actual nature of the transportation requirements and quote taking into account all factors and incidental expenditure and taxes and duties. BHEL shall not pay extra charges for any reason what so ever.
- 12.2 **Bidder in their offer should submit the proposed loading plan vehicle wise for the main equipment & accessories as per packing list (ANNEXURE-VII) attached. There may be a variation of dimension & weight up to +/- 20%.**
- 12.3 Route permit / National Permit / Clearances for transporters vehicles from RTO or any other authorities in India concerned with transportation shall be the responsibility of the contractor. Any Contingency arising in this regard shall be the responsibility of the transporter. Project Site's State Way Bill for transportation of consignment shall be provided by BHEL. Requirement of such no. of way bills shall be intimated by successful bidder on receipt of LOI for this contract.

- 12.4 The transporter shall secure and cover the consignments with tarpaulin for safe transportation. All safety precautions required for the transportation of the consignments like provision of lashing, red flags lamps; pilot escort etc as may be required shall be responsibility of the transporter. It shall be the responsibility of Transporter to strictly ensure the safety measures are taken, failing which any damage caused to the consignment shall be on transporter's account.
- 12.5 The transporter shall indemnify BHEL against all claims for injury or damage to any person or property cause by his negligence or negligence of his employee during the execution of the contract Transporter shall ensure providing vehicles of suitable size capacity and their proper loading keeping in view the government regulations and constraints en route for safe transportation of the consignments to the destinations.
- 12.6 The bidder during transportation shall remain in continuous touch with BHEL – PSER / Kolkata and destination site for giving the progress on day today basis till cargo is handed over to the destination site.
- 12.7 **BHEL SHALL HAVE THE RIGHT TO REJECT THE VEHICLE BEFORE LOADING OF THE MATERIAL IF PROPER VEHICLE PAPERS ARE NOT AVAILABLE OR IF HEALTH/FITNESS OF THE VEHICLE IS NOT SATISFACTORY.**
- 12.8 The scope of work in this tender includes any civil work if required en route from the place of loading to destination site for smooth transportation of the consignments. This also includes arranging clearances of any kind (other than custom and port clearances) to be obtained from various other government authorities for the transportation of the consignments.
- 12.9 Detention charges: For detention beyond 48 hrs (w.r.t. to reporting date and time at site) due to administrative problem at destination sites, detention charges of Rs. 2500/- per day per low bed trailer and Rs. 1500/- per day per general trailer shall be payable, on the basis of appropriate documents regarding delay certified by BHEL engineer at site. ANY SUCH CLAIM FOR DETENTION MUST THEREFORE BE ACCOMPANIED BY DOCUMENTARY PROOF AUTHENTICATED BY SITE ENGINEER. Hence the Transporter shall get the detention claims certified by the respective site engineers. No such charges are payable for detention within 48 hrs. However, non-compliance on the part of transporter regarding vehicle placement etc. shall negate the claim of detention charges, if any.
- 12.10 The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him till the consignments are delivered at the destination and will indemnify BHEL against any loss, damage, breakage, shortage, pilferage of any material while in custody.
- 12.11 The transporters are to ensure that all necessary documents required to be shown at various check post are collected while accepting the consignments for transportation, to avoid detention en route. Any detention in this regard shall be responsibility of the transporter and the cost incurred by BHEL shall be recovered from Transporter's invoice or bill.
- 12.12 The trucks and trailers should be road worthy to undertake transportation. The trucks and trailer should be duly registered and have the required certificates of the R T O's and other required authorities in India.
- 12.13 If materials are not transported by the transporter for transporting to the required destination within the specified time and in such a case, BHEL reserves the right to use the services of alternative transporter and the cost of such transportation along with the normal BHEL overheads shall be recovered from the bills/invoices or security deposit of the transporter.

13. Force Majeure:

The vendor shall be subject to force majeure clause defined as under:

This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war.

The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.

14. Arbitration:

In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.

15. Jurisdiction:

All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.

16. Risk Purchase:

In case Contractor fail to comply tender conditions within a period considered reasonable by BHEL, BHEL shall have the option and be at liberty to take the work wholly or in part, out of the Contractor's hand and may carry on the work envisaged in the Contract either by himself or his agents or may re-contract with any other person or persons to execute the same or any part thereof at the risk and cost of contractor.

Annexure - V**PRICE BID (Envelope No.2)**

Sl.	Description	Lump Sum Rate for one crane in Rs.
1	LUMPSUM PRICE FOR TRANSPORTATION OF ONE NO. CRAWLER CRANES (LR 1350/1), LIEBHERR MAKE ALONGWITH SPARES & ACEESSORIES ONTO TRAILER(S) WITH ALL LASHING / PACKING / COVERING MATERIALS AS MAY BE REQUIRED FROM CHENNAI PORT TO CHANDWA-ABHIJEET, JHARKHAND SITE, WITHOUT TRANSSHIPMENT ON DOOR DELIVERY BASIS AS PER THE TENDER TERMS UNDER REFERENCE ABOVE.	

NOTE :

1. Bidder should enclose the **Un-priced format of the price bid**, submitted by them, in techno-commercial offer.
2. Size, and weights for lifts given are indicative only and actual figures may vary by +/- 20% without any additional financial liabilities on the part of BHEL.
3. Price to be inclusive of levies, duties, taxes (excl. Service Tax) etc. No additional payment shall be considered.
4. No charges shall be paid for handling of the goods at any point of time, other than as mentioned in tender document.
5. Service tax shall be paid as per the government guidelines against documentary evidence and shall be paid extra.

We agree to above rates, terms & conditions for the contract.

(Signature of the Bidder with seal)

Annexure –VI

GENERAL & SPECIAL CONDITIONS OF CONTRACT

SECTION – I
GENERAL INSTRUCTIONS TO TENDERERS

1.1 Submission of Tender in “Three Parts”.

- (1) Technical Tender : All particulars asked for from the Vendor except the Price Bid & E.M.D in an envelope.
- (2) EMD in a sealed envelope clearly superscribing on the envelope “E.M.D”, the Tender Number, Name of Work, addresses of Vendor and addressee. One time EMD holders needn’t enclose this provided that proof of EMD remittance is enclosed in the technical tender.
- (3) Price Bid in the price schedule enclosed in the tender, in sealed envelope, clearly superscribing “Price Bid”, Tender Number, Name of Work, Name of the Vendor and addressee.

All the above “Parts” can be placed in an sufficiently large outer envelope for submission.

- 1.1.1a This Tender specification as a whole, duly furnishing the following details shall be duly signed and sent in a sealed cover superscribing :

TENDER FOR _____

TENDER SPECIFICATION NO. _____

DUE ON _____

1.1.1b DURATION OF JOB

1.1.1.1 Earnest Money Deposit.

1.1.1.2 Income Tax & Sales Tax Clearance Certificate.

1.1.1.3 Detailed organisation chart for manpower resources available with the

tenderer and to be employed for the present jobs.

1.1.1.4 Time to be taken for commencement and completion of Work.

1.1.1.5 A list of experience as mentioned in the tender document.

1.1.1.6 The details of the present jobs being handled.

1.1.1.7 Certificate from the BHEL’s scheduled Banks to establish financial

capability of the tenderer as per format enclosed at annexure-I.

1.1.1.8 Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.

1.1.1.9 Price schedule and other relevant information.

NOTE: All Xerox copies enclosed by the Vendor should be attested and sealed for authenticity.

1.1.2 The tender shall be addressed to :

Sr. MANAGER (PURCHASE)
BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR, EASTERN REGION, (2ND FLOOR),
PLOT-9/1,BLOCK-DJ,SECTOR-II,SALT LAKE,
KOLKATA – 700091.

- 1.1.3 Tenders submitted by post shall be sent “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.
- 1.1.4 Tenders shall be opened by the authorised officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 1.1.5 The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies or omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the offer.
- 1.1.6 Before tendering, the tenderer is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
- 1.1.7 Tenderers must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification & deceleration must be signed bearing seal and submitted along with the offers by the Tender in token of complete acceptance thereof. The information furnished shall be complete by itself. The booklet of G.S.C.C may be retained by the bidder if deceleration is enclosed along with the bid duly filled in and signed and sealed.
- 1.1.8 The tender shall quote the rates in English language and international numerals. The rates shall be in whole rupees. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 1.1.9 All entries in the tender shall either be typed or be in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.2 Qualifications of Tenderers :

Only tenderers who have previous experience in work of this nature and description detailed in this tender specification and/or registered with BHEL, PS-ER for such works are expected to quote for this work duly detailing their experience along with the offer. Offers from tenderers who do not have established experience in the field are not likely to be considered.

1.3 Data to be enclosed :

Full information shall be given by the tender in respect of following. Non-submission of this information may lead to rejection of the offer/tender.

1.3.1 Financial Status :

- a) A certificate from BHEL's scheduled Bank to prove his financial capacity/capability to undertake the work of solvency certificate from the concerned Government Authority.
- b) Contractors other than those who are registered in ER, should submit their audited annual accounts for three years preceding the financial year in which tenders are called for.

1.3.2 Income Tax / Sales Tax Certificate :

A certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. The certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.3.3 Previous Experience :

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also a list of site locations and particulars and value of various services that are under progress.

1.3.4 Organisation Chart :

The organisation pattern that is totally available with the tenderer and that will be employed by the tenderer for this work duly indicating the number of Engineers and Supervisors, their qualification and experience in the line, the number of skilled and unskilled workmen etc.

1.3.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached.

1.3.6 In case of an individual : His full name, address and place and nature of business.

1.3.7 In case of Partnership firms: The name of all the partners and their addresses. A copy of the Partnership Deed (Instrument of partnership) duly certified by the Notary Public shall be enclosed.

1.3.8 In case of Companies: Date and place of registration including Date of Commencement Certificate in case of public companies (certified copies of Memorandum and Articles of Associations are also to be furnished).

1.3.9 Nature of business carried on by the Company and the provision of the Memorandum relating thereof.

1.3.10 Names and particulars including addresses of all the Directors and their previous experience.

1.3.11 A list of tools and tackles that the tenderer is having and those that will be earmarked for this job.

1.3.12 In addition to the above, the particulars required in various annexures.

1.4 EARNEST MONEY DEPOSIT:

1.4.1 Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:

1.4.1.1 CASH - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER,Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.

1.4.1.2 Crossed Demand Draft OR Pay Order payable at Kolkata duly pledged in favour of Bharat Heavy Electricals Limited, Kolkata.

1.4.1.3 Parties who are registered as Contractors in this Region for services jobs may deposit a sum of Rs. 2,00,000/- (Rupees Two lakh only), non-interest bearing, towards one time Earnest Money Deposit (OEMD) in which case they are exempted from paying E.M.D. on case to case basis. This facility can also be availed by non-registered contractors getting regular enquiries also .

1.4.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.

1.4.3 The Earnest Money Deposit of the successful tenderer will be retained towards part of Security

Deposit of the due fulfilment of the Contract. However, the same may be released as soon as the Security Deposit mentioned clause 1.8 is furnished.

1.4.4 In the case of unsuccessful tenderers the Earnest Money will be refunded to them within a reasonable time on acceptance of award of work by the successful tenderer.

1.4.5 BHEL reserves the right of forfeiture of Earnest Money Deposit in case the successful tenderer.

a) fails to start the work, as may be in the Letter of Intent.

b) after opening of tender, revokes his tender within the validity period or increases his quoted rates.

c) Fails to mobilise the site with required T&P and manpower within the time specified in Letter of Intent.

1.5 Authorisation and Attestation :

1.5.1 Tenders shall be signed by persons duly authorised/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

1.6 Validity of Offer :

The rates in the tender shall be kept open for acceptance for a minimum period of 6 months from the due date of opening of tenders. If a tenderer withdraws or revokes his tender or increases the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case the Bharat Heavy Electricals Limited calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.7 Execution of Contract:

The successful tender's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer may be required to execute an agreement in the prescribed form with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting first RA bill for payment. The expenses for completing and stamping the agreement shall be borne by the tenderer.

1.8 Security Deposit :

1.8.1 Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work.

1.8.2 The total amount of Security Deposit shall be as follows:

- | | |
|--|--|
| a) In the case of work upto ten lakh | 10% |
| b) In the case of work costing above Rs. 10 lakh upto Rs. 50 lakhs | Rs. 1[One] lakh plus 7.5% of the the amount exceeding Rs 10 lakhs. |
| c) Above Rs 50 lakhs | Rs. 4 [Four] lakh plus 5% of the the amount exceeding Rs 50 lakhs. |

1.8.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall immediately be deposited by the contractor or recovered from payments due to him.

1.8.4 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.4 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.

1.8.5 Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.

1.8.6 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)

- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates Kisan Vikas Patras etc.
(Certificates required in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post direct to us, and it should not be submitted by the bidder direct to us.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit shall be collected before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer may be converted and adjusted against the security deposit.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.8.7 However, the deposits should cover up to the period of warrantee also. However, if S.D. (50%) is furnished in the form of Bank Guarantee, it should be valid for atleast a period covering the scheduled duration of the job plus six months.

1.8.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfill any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.

1.8.9 Return of Security Deposit:

If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period as per clause 2.13.

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

1.8.11 In no case Security Deposit can be released before settling all claims under this contract.

1.9 Rejection of Tender and other conditions:

1.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:

- a) to reject any or all of the tenders.
- b) To split up the work amongst two or more tenderers.
- c) To award the work in part.
- d) Either of the contingencies stated in (b) and (c) to modify the time for completion suitably.
- e) To modify the scope of work after mutual agreement.

1.9.2 Conditional and unwitnessed tenders:

Tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.9.3 If a tenderer expires after his submission of the tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

1.9.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the compositions of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.9.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit.

1.9.6 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.

1.9.7 Should a tenderer or contractor or in the case of a firm or Company of Contractors one or more of its Partners/shareholders/Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.9.8 The successful tenderer should not sub-contract the part or complete work detailed in this tender specification undertaken by him without permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of contractor.

1.9.9 The successful tenderer shall inform/keep BHEL informed if he has already undertaken any work/is likely to be awarded any job with the same customer with whom BHEL is entering into contract.

SECTION – II

GENERAL TERMS & CONDITIONS OF THE CONTRACT

2.1 Definition : The following terms and expressions shall have the meaning hereby assigned to them except where they context otherwise requires :

2.1.1 'BHEL' (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act., 1956, with its Registered Office at BHEL House, SIRI FORT, NEW DELHI-110049, Power Sector, Eastern Region, Service After Sales – Services, DJ-9/1, Salt Lake, Kolkata – 700091 or its Administrative officers or its site Engineer or the employees authorised to deal with any matters with which these persons are concerned on its behalf.

2.1.2 "GENERAL MANAGER"/DEPUTY IN CHARGE" shall mean the Officer in Administrative charge of BHEL, PS-ER, Kolkata or their other regional offices and Sites.

2.1.3 "ENGINEER" or "ENGINEER IN CHARGE" shall mean Engineer deputed by BHEL. The terms includes "SITE ENGINEER", "RESIDENT ENGINEER" and "ASSISTANT SITE ENGINEER" of BHEL at the site as well s the officers in-charge at Kolkata office.

2.1.4 "SITE" shall mean the place or places at which the plants/equipment are to be overhauled and services are to be performed as per the specification of this contract.

2.1.5 "CLIENTS OF BHEL" or "CUSTOMER" shall mean the Project authorities to whom BHEL is supplying the equipment/services.

2.1.6 "CONTRACTOR" shall mean the individual, firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

2.1.7 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement or work order, the accepted appendices of rates, schedule of quantities, if any and general condition of contract, the special conditioning of contract instructions of the tenderers, the drawings, the specifications, the special specification, if any, the tender specifications, the

special specification, if any, the tender documents and the Letter of Intent/Accepting Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the agreement.

2.1.8 "GENERAL CONDITIONS OF CONTRACT" shall mean the instructions to tenderers and general conditions of contract pertaining to the work detailed.

2.1.9 "TENDER SPECIFICATION" shall mean the "Specific Conditions, technical specifications, appendices, site information and drawings, "pertaining to the work for which the tenderers are required to submit their offer. Also this will include the specifications detailed in NIT of client of BHEL for overhauling, erection, testing and commissioning of plant. Individual specification no. will be assigned to each tender specification.

2.1.10 "TENDER DOCUMENTS" shall mean the General conditions of contract (2.1.8) and tender specification (2.1.9)

2.1.11 "LETTER OF INTENT" shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

2.1.12 "COMPLETION TIME" shall mean the period by date specified in the acceptance of tender for handing over the overhauled equipment/plant which are found acceptable by the engineer being of required standard and conforming to the specification of the contract or recommissioning of the machine successfully whichever is later. Completion time will be reckoned from the date of LOI with the period for mobilisation as prided with LOI, added to the same.

2.1.13 "PLANT" shall mean and cannot the entire assembly of the plant and equipments covered by the contract.

2.1.14 "EQUIPMENT" shall mean all equipments, machineries, materials, structurals, electricals and other components of the plant covered by the contract.

2.1.15 "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality workmanship, performance and efficiency of the contract work or part thereof.

2.1.16 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

2.1.17 "WORK OR CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, overhauling erection, testing and commissioning of the equipment to the entire satisfaction of BHEL.

2.1.18 "SINGULAR AND PLURAL ETC" words carrying singular number shall also include plural and vice versa, where the context so requires, words importing the masculine gender shall be taken to include any company or Association or body of individuals, whether incorporated or not.

2.1.19 "HEADINGS" The Leadings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in interpretation or construction thereof or of the contract.

2.1.20 "MONTH" shall mean calender month.

2.1.21 "WRITING" shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

2.2 Law governing the contract and Court Jurisdiction: The contract shall be governing by the Law for the time being in force in the Republic of India. The Civil Court having ordinary original civil jurisdiction, Kolkata shall alone have exclusive Jurisdiction in regard to all claims in respective of this contract.

2.3 Issue of Notice : The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorised agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address either of the contractor or

of his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of past or on which they were so delivered or/or left.

2.4 Use of Land: No land belonging to BHEL or their customer, under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.

2.5 Commencement of Work:

2.5.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay. For computing the scheduled completion date, commencement, of work will be reckoned from the date of complete mobilisation as per LOI, unless specifically amended by, BHEL, Kolkata.

2.5.2 If the successful tenderer fails to start the work within the stipulated time, BHEL as its discretion will have the right to cancel the contract. His Earnest Money and / or Security Deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

2.5.4 The erected overhauled plant or work performed under the contract shall be taken over when it has been completed in all respects and or satisfactorily put into operation at site.

2.6 Mode of payment and measurement of the work completed.

2.6.1 "All payment due to the contractor shall be paid only by Account payee Cheques / RTGS form"

2.6.2 The contractor shall present his bill on the format prescribed by BHEL for every payment. After verification of such bills by BHEL, all items having financial value shall be entered and certified in BHEL Measurement Book by BHEL Engineer and the bills prepared based on the same and connected technical documents which form part of this tender specification.

2.6.3 Lumpsum omission will be entered for deduction. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this Contract.

2.6.4 Work which is to be measured in details shall be measured as per standard procedure without reference to any local procedures without reference to any local procedures excepting where it is otherwise stated in the tender documents. The measurement shall be taken jointly by person duly authorised on the part of BHEL and by the contractor.

2.6.5 If, at any time due to reason whatsoever, it becomes necessary to remeasure the work done in full or in part, the expenses towards such remeasurement shall be borne by the contractor.

2.6.6.1 The contractor shall bear the expenditure involved, if any, in making the measurement. The Contractor shall, without extra charges, provide all the assistance with appliances with appliance and other things necessary for measurement.

2.6.7 The measurement entered in the Measurement Books and the bills prepared shall be signed and dated by both the contracting parties.

2.6.8 The Contractor will be intimated in writing by the site Engineer, the proposed date of measurement. If the contractor, representative fails to participate in the joint measurement, the BHEL engineer shall have the power to proceed by himself to take measurement in which case the measurement shall be accepted by the contractor as final.

2.6.9 Passing of measurement as per bills does not amount to acceptance of the completion of work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

2.7 Right of BHEL : BHEL reserves the following rights in respect of contract without entitling the contractor for any compensation.

2.7.1 To get the work done through other agency at the risk and cost of the contractors poor progress, or inability to progress the work for completion as stipulated in contract, poor quality of the work etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from security deposit other use.

2.7.2 To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

2.7.3 To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the events of :

2.7.3.1 Contractor's continued poor progress brought to his notice from time to time .

2.7.3.2 With draws from or abandonment of the work before completion of work.

2.7.3.3 Corrupt act of Contractor.

2.7.3.4 Insolvency of the Contractor.

2.7.3.5 Persistent disregard to the instruction in writing of BHEL.

2.7.3.6 Assignment, transfer, sub-letting of the contract without BHEL's written permission.

2.7.3.7 Non fulfilment of any contractual obligations :

Any delay in works for reasons attributable to the contractor will have to be compensated by either increasing manpower and resources or by working extra hours and more than one shift without any extra cost.

2.7.4 To recover any money due from the contractor, from any money due to the contractor under this contract or any other contract or from the Security Deposit.

2.7.4.1 The term 'any other contract' will also include any contract entered with the contractor by any other unit division of BHEL, in addition to the ones awarded by BHEL,PSER, Kolkata.

2.7.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in completion, on termination of contract, to impose penalty for delay in completion of the work, at the rate of 1% (One percent) of the Contract value per day of delay or part thereof subject to a ceiling of 10% of the contract value.

2.7.6 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customers are terminated for any reason.

2.7.7 To effect recovery from any amounts due to the Contractor under this or any other contract etc. in any other form, the money BHEL, is forced to pay to any body, due to contractor's failure to fulfil any of his obligations.

2.7.8 While every endeavour will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled to any compensation / extra payment on this account.

2.7.9 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

2.8 Responsibilities of the Contractor :

The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes and execution of job etc.

2.8.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

2.8.2 The Contractor at all times during the continuance of this contract, shall in all his dealing with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.8.3 The contractor shall comply with all state and central Laws, Statutory Rules, Regulations etc., such as :

The payment of wages Act, Minimum Wage Act, Workmen compensation Act, Employers Liability Act, Industrial Disputes Act, Employees Provident Fund Scheme, Employees Insurance Scheme, Contract Labour (Regulation & Abolition) Act 1970 and other Acts, Rules & Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other relevant authorities all such notices as may be required by law.

2.8.4 The Contractor shall pay all taxes, fees, licence charges, deposits duties, tools, royalty, commission or other charges which may be leviable on account of any of his operations in executing the contract. In case, BHEL is forced to pay any of

such taxes, BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.

2.8.5 The Contractor shall be responsible for provision of health and sanitary arrangements, more particularly described in contract Labour (Regulation & Abolition Act) safety precautions etc., as may be required of same and satisfactory execution of the contract.

2.8.6 The contractor shall fulfil all his obligation in respect of accommodation including proper medical facilities for the personnel employed by him.

2.8.7 The contractor shall be responsible for the proper behaviour at site and observance of all regulations by the staff employed by him.

2.8.8 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damages is caused, it is the responsibility of the contractor to make the losses or compensate for the same.

2.8.9 All the properties / equipments / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL / their client. The Contractor shall use such properties for the purpose of execution of this contract. All such properties / equipment / components shall be deemed to be in good condition when received by the contractor unless he notified within 48 hours to the contrary. The Contractor shall return them in good conditions as and when required by BHEL / their client. In case of non-return, loss damage, repairs, etc. the cost thereof, as may be fixed by the site Engineer, will be recovered from the contractor.

2.8.10 It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability / possibility BHEL's customers' handling equipment and other plants may be made available to the contractor on payment of the hire charges / free of charges as fixed, subject to the condition laid down by BHEL. Customer from time to time, Unless paid in advance, such hire charges if applicable shall be recovered from contractor's bill / security Deposit in one instalment.

2.8.11 The contractor shall not claim any compensation of the scope of the work, due to changes in design which curtails quantum.

2.8.12 The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / overhauling / performing work under the contract.

2.8.13 In case the contractor is required to undertake any major work outside the scope of this contract the rates payable shall be decided by BHEL Resident Engineer.

2.8.14 The contractor shall keep the area of work clean and shall remove debris etc., while executing day to day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places to be specified by the BHEL Engineer. The contractor will also demolish all hutments, sheds, partitions, offices, constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be removed by the BHEL. The expenses thereof will be recovered from contractor.

2.8.15 The contractor shall arrange and co-ordinate his work in such a manner as to cause no inconvenience to other agencies working in the area.

2.8.16 All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all light, fencing guards, signs etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and atmospheric conditions. Suitable number of electrical staff, watch and ward, store keepers to take care of the equipment, materials and construction tools and tackles, shall be posted at site by the contractor till completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc, as per prescribed standards and practices.

2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to workers and duly signed by the contractor's representative should be furnished to BHEL site office for record purpose. BHEL site In-charge may be intimated the date of disbursement of wages to the workmen engaged for the work, so that his representative can witness the same.

- 2.8.18 The intent of specification, is to provide services according to most modern and proven techniques and codes. The omission of specific reference to any method, requirement or material necessary for the proper and efficient performance of work shall not relieve the contractor of the responsibility of providing such facilities to complete the work.
- 2.8.19 In case of any clause of the work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the BHEL Engineer.
- 2.8.20 No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 2.8.21 The details drawings, specifications, instructions manual, if any available with the BHEL Engineer will form part of tender specification . These documents will be made available for reference only to the contractor during execution of work.
- 2.8.22 Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
- 2.8.23 No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause of any type.
- 2.8.24 No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.
- 2.8.25 It is possible that some repair/rectification, modification may be needed on the equipments to be overhauled / work to be performed under this specification, for reasons not attributions to the contractor . All such repair / rectification / modification work which can be done, with the available facilities at site shall be carried out by the contractor free of cost and no extra charger shall be paid to contractor.
- 2.8.26 The quality and progress of work will be regularly reviewed. The schedule and progress of work will be given to the contractor in advance and it will be the obligation / responsibility of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more than one shift without any extra cost. Workmen found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.
- 2.8.27 During the overhauling work under the contract it is very essential that proper and adequate inspection should be made constantly to maintain the quality or workmanship so that any deviation from design dimension does not exceed permissible limits. The proper functioning of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for a short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the sub-assemblies BHEL Engineer may be consulted.
- 2.8.28 The contractor shall be furnish fortnightly labour report showing by classification of number of employees engaged in various categories or work date wise and submit a progress report of work as required by BHEL Engineer.
- 2.8.29 The contractor shall execute the work in the most substantial and workmen-like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship conform to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineers.
- 2.8.30 The contractor shall take all responsible care to protect the materials and work till such time the plant/equipment has been taken over by BHEL / their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by the contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notice shall be displayed where access to any part may be deemed to be unsafe and hazardous.
- 2.8.31 It will be the responsibility of the contractor to ensure safe lifting of the equipments taking due precautions to avoid any accidents and damage to other equipments and personnel.
- 2.9 Consequence of cancellation : Whenever BHEL exercises its authority to terminate the contract/withdrew a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site Engineer which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- 2.9.1 In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition, shall consist of materials purchased and / or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

2.10 Insurance :

2.10.1 BHEL / their customer shall arrange for insuring the materials / properties of BHEL/customer covering risks during transit, storage, overhauling, erection and commissioning.

2.10.2 It is the sole responsibility of the contractor to insure his workman against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation Act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time, will have to be followed by the contractor.

2.10.3 If due to negligence and /or non-observations of safety and other precautions, any accident / injury occurs to any other person/public, the Contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. Third party insurance coverage is to be made by the contractor.

2.10.4 If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's /Customer's property and personnel should occur, and if BHEL is unable to recover, in full, cost from the Insurance Company, the balance will be recovered from the Contractor.

2.11 Strikes & Lockouts : The contractor will be fully responsible for all the disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the lockout declared is not settled within a period of one week BHEL shall have the right to get the work executed employing the own labour or through any other agencies or both and the cost so incurred by BHEL, shall be deducted from the contractor's bills as per clause 2.7. For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.12. Force Majeure :

2.12.1 The following shall amount to Force Majeure :

Acts of God, Acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earthquake and epidemic and other similar causes over which the contractor has no control.

2.12.2 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 the period of delay provided that on the occurrence of any such contingency the Contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.13 Performance Guarantee :

Even though the work will be carried out under supervision of BHEL Engineers. The contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period of six months from the date of re-commissioning of the set after the capital overhaul. The guarantee should cover all defects notified during this period and shall have to be attended to free of cost immediately or at the time our clients are able to give shut down of the set for the required period. when necessary. In case of failure of contractor to attend to such defects as and when required in time, BHEL shall arrange to attend the defects and the charges shall be levied to contractor's account and shall be recoverable from the security deposit / progressive payments.

2.13. Arbitration :

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decisions of the Engineer or of any other person is by the contract expressed to be final and conclusive, shall, after written notice by either party to the contract to other party be referred to sole arbitration of General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration Act, 1996.

The parties to the contract understand and agree that if will be no objection that the General Manager or the person nominated as arbitrator, had earlier in his official capacity to deal directly or indirectly with the matters of which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute of difference. The award of the arbitrator shall be final and binding on the parties to this contract.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of the outgoing arbitrator in the matter aforesaid.

The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.

Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the arbitrator at his discretion may determine.

SECTION – III
SPECIAL CONDITIONS OF CONTRACT

3.1 Quantum of Work :

3.1.1 The scope of work given in the tender specification is only approximate and is liable to variation and alternation at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by BHEL Resident Engineer as the variation forming major additions to the original scope of work. All repair / rectification work arising out of normal wear and tear, seizure of parts etc. have to be done by the contractor and the same will be covered by the scope of work of the contract.

3.1.2 The scope of work details out the major activities only. However, as per the general maintenance requirement and site condition, certain related activities may have to be carried out without any extra cost.

3.2 Commencement and completion of work :

3.2.1 The starting time and completion time is the essence of the of the tender. As the time bound programme is firmly committed to customer, the starting time and completion time should be strictly adhered to. It will be not be possible to grant extension in completion time except in extraordinary circumstance, which will be decided entirely at the discretion of BHEL Resident Engineer. Work should normally be carried out in two shifts and sometimes also in three shifts in consultation with BHEL Resident Engineer.

A detailed programme of the various activities covered under this contract with specific time period to fall in the overall frame work of the above dates should be prepared and got approved by BHEL Resident Engineer. The progress against this programme shall be reviewed with BHEL Resident Engineer at the end of each day and critical areas identified and suitable steps taken in time.

If during the review, at any stage of overhauling, BHEL Resident Engineer feels that the delays are not likely to be made up, BHEL reserves the right to take corrective steps as considered necessary by BHEL Resident Engineer to complete work in scheduled time and debit the cost incurred thereon to the contractor. This does not however absolve the contractor of his own efforts in consultation with BHEL Resident Engineer. Every endeavour will be made to see that work proceeds uninterruptedly.

3.2.2 The tenderers should indicate the time required for starting the work once the letter of intent is issued and the time required for completion. The work may have to commence immediately after opening of the tenders. Hence, preference may be given to those tenderers who can commence the work earlier, and also ensure early completion.

3.2.3 The Contractor shall ensure completion of the job in all respects within the day from the date of commencement of work as given in contract.

3.3 Penalty for delay :

3.3.1 In the event of failure to complete the work in given time, an amount equal to 1% [one percent] of the contract value per day subject to a maximum of 10% [ten percent] of the contract value will be levied as penalty, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or Security Deposit.

3.4 Terms of Payment :

No advance shall be payable to contractor.

No. of M/Cs which have been cleared by BHEL for execution only will qualify for payment.

A minimum time of 15 days will be required for processing the bills and release of payment after the bills are presented to BHEL.

All payments are subjects to income tax deductions at source or as per Central Government Laws. No request for advance payment will be entertained by BHEL

3.5 Inspection and Completion :

The work being carried out by the contractor will be supervised and inspected by our Site Engineers under the overall supervision of BHEL Resident Engineer.

3.6 The work will be deemed as complete when it is finally accepted by BHEL Resident Engineer and job completion certificate is issued. No extra payment will be made for any rework carried out by the contractor to rectify any defective work.

3.6 The contractor shall not be entitled for labour idling charges under any circumstances.

3.6 Tools, Tackles, Test Equipments & Consumables :

3.6.1 All tools and tackles and consumables required for day-to-day work like gas and gas cutting sets with accessories, AC/DC welding sets, TIG welding kits, welding cables, electrodes, all necessary power connection at his own cost. However, in case of emergency, BHEL may supply certain items if available, to contractor at actual cost plus handling charges, These will be deducted from contractors' running bills, testing equipment for conducting various tests, during the progress of overhauling / re-commissioning shall have to be provided by the contractor. Spare parts going into permanent installation shall only be provided by BHEL.

3.7 Accommodation for site staff and store space :

3.7.1 Contractor has to arrange for the stores and office at site ; space for the same shall be made available as per the availability at site. The contractor shall be responsible to provide all necessary facilities like residential accommodation with sanitary facilities, transport, electricity, water, medical bonus etc. as required under various labour laws and statutory rules and regulations framed thereunder to the personnel employed by him.

3.8 Responsibilities of the contractor :

3.8.1 Supervisory staff and labour :

The contractor shall employ, specially skilled labour, supervisor and engineers thoroughly conversant with particular type of work to ensure quality work. BHEL reserves the right to decide on the suitability of the workers and other staff employed by the contractor. BHEL reserves the right to insist on removal of any employees of the contractor at any time if they find him unsuitable and the contractor should forthwith remove him.

3.8.2 Planning and Execution :

Contractor shall submit a job planning in form of Bar Chart or PERT Chart. A List of manpower category wise, indicating individuals responsibility job activity wise , shall have to be submitted. Daily programme of job shall be displayed on board near work site on day in advance. A daily progress report along with Manpower utilities has to be submitted and backlog of the work, if any, shall be covered up in consultation with BHEL Resident Engineer.

3.8.3 Safety and Accident Coverage

Contractor shall ensure safety of all his employees at site of work. All employees shall be covered by insurance (workmen compensation) against accident, failing which proper action will be taken against the contractor.

Contractor shall ensure proper safety of the equipments under overhauling by deputing personnel to guard the equipments round the clock. Open oil spaces, steam spaces shall be covered properly against ingress of foreign materials while working.

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MAN, EQUIPMENT, MATERIAL AND ENVIRONMENT

3.8.3.1 Before commencing the work, contractor shall submit a 'SAFETY PLAN' to the authorised BHEL official. The 'Safety Plan' shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified here under. The contractor shall submit safety plan along with his offer. During negotiations before placing or work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety Plan. Contractor shall abide by BHEL decision in this respect.

3.8.3.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or it's authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

3.8.3.3 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials :

- a. Safety Helmets conforming to IS-2925 : 1984
- b. Safety Belts confirming to IS – 3521 : 1983
- c. Safety shoes conforming to IS-1989 : 1978
- d. Eye & Face Protection devices conforming to IS-8520 : 1987 and IS-8940 : 1978
- e. Hand & body protection devices conforming to :

IS – 2573 : 1975

IS – 6994 : 1973

IS – 8807 : 1973

IS – 8513 : 1977

- 3.8.3.4 All tools tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.
- 3.8.3.5 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act & Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliance including portable electrical tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed..
- 3.8.3.6 The contractor shall not use any hand – lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source not more than 24 volts.
- 3.8.3.7 The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction Sites” issued by the safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorised BHEL official. A copy of the above referred “Code for Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.
- 3.8.3.8 Where it become necessary to provide and / or store petroleum products, explosives, chemicals, and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum & Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India, etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- 3.8.3.9 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 3.8.3.10 The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor’s or agency’s Cost of damage if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
- 3.8.3.11 In case of a fatal or disabling injury, accident to any person at construction site due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 3.8.3.12 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
- 3.8.3.13 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 3.8.3.14 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- 3.8.3.15 The contractor shall submit report of the accidents, fires and property damage, dangerous occurrences, to the authorised BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on

safety shall also be submitted by the contractor to the authorised BHEL official from time to time as prescribed.

- 3.8.3.16 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 3.8.3.17 If safety record of the contractor in execution of the awarded job is to the satisfaction of safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the jobs.

3.9 House keeping and preservation :

3.9 Work floor/area shall be cleaned every day and be kept absolutely clean. A regular cleaning gang may be engaged for the purpose. All dismantled components of the equipments under overhauling should be tag marked and stored properly according to type of components, namely all loose/small parts shall be kept in boxes bearing and matching components shall be kept on wooden planks. A list of such components shall be maintained to identify / locate be preserved properly against probable damages.

No floor shall be damaged while working and necessary steps shall be taken by the contractor for repair in case of any damage.

3.9 Tools stores and Consumables :

Tools & tackles, other than special tools and tackles supplied along with the equipments, shall be arranged and kept properly by the contractor. A register must be maintained and updated regularly.

All consumables, other than those going permanently into the equipment, shall be stored by the contractor for daily use. Regular check shall be made at end of each day's work and exhausted consumables shall be replenished immediately.

The store may be visited by BHEL Engineers without notice for verification.

3.9 The contractor shall make all necessary arrangement to receive spares from BHEL/Customer's stores , as and when required. The unused and scrap materials shall be returned to BHEL / Customer's stores on completion of the work.

A detailed account shall be submitted by the contractor to this effect at the end of the work certifying no dues remained against them duly signed by Resident Engineer BHEL/Customer.

3.9 General :

3.9.1 Standard printed conditions if enclosed with the offer by the tenderers will not be accepted and only those in main body of the offer will be considered for acceptance.

3.9.2 The tenders are likely to be rejected if the tendered is not acceptable to the ultimate customer.

3.9.3 It will be the responsibility of the contractor to carry out trial run of all the equipments overhauled and confirm the satisfactory operation of equipment. The contractor's personnel shall also be present at time of final commissioning and attend to any defects that shall occur during this time.

**PLEASE ARRANGE TO SUBMIT THIS FILLED-UP FORM ALONG WITH
TECHNO COMMERCIAL BID FOR PAYMENT / REFUND OF EMD.**

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE
RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER
WITH OFFICE SEAL

Note : Incorrect information will crate accounting complications and payment will be
delayed

