

Name of Woks: WORKS CONTRACT FOR NON CORE PRODUCTION SUPPORT ACTIVITIES AT HPBP-BHEL, TRICHY FOR 2016-17.

Enquiry No: 9241600094 /30.05.2016

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

NOTICE INVITING TENDER

1.	Tender Ref No:	9241600094 /30.05.2016														
2.	Name of works	WORKS CONTRACT FOR NON CORE PRODUCTION SUPPORT ACTIVITIES AT HPBP-BHEL, TRICHY FOR 2016-17.														
3.	Location of work	UNIT-I & UNIT-II, HPBP-BHEL, TRICHY.														
4.	Period of contract	12 months from the date of award of contract.														
5.	Earnest Money Deposit	₹ 2,00,000/-														
6.	Tender Document details	<table><tr><td>A] Part-I <u>Technical Bid</u></td><td><u>Pages</u></td></tr><tr><td>Part-1A (Technical Bid-Qualifying Criteria)</td><td>3</td></tr><tr><td>Part-1B (Scope of Work & Technical Terms and Conditions)</td><td>3</td></tr><tr><td>Part-1C (General Terms & Conditions of Contract)</td><td>16</td></tr><tr><td>Part-1D (Special Terms & Conditions of Contract)</td><td>1</td></tr><tr><td>B] Part- II <u>Price Bid</u></td><td><u>Pages</u></td></tr><tr><td>Part-2 (Price bid)</td><td>1</td></tr></table>	A] Part-I <u>Technical Bid</u>	<u>Pages</u>	Part-1A (Technical Bid-Qualifying Criteria)	3	Part-1B (Scope of Work & Technical Terms and Conditions)	3	Part-1C (General Terms & Conditions of Contract)	16	Part-1D (Special Terms & Conditions of Contract)	1	B] Part- II <u>Price Bid</u>	<u>Pages</u>	Part-2 (Price bid)	1
A] Part-I <u>Technical Bid</u>	<u>Pages</u>															
Part-1A (Technical Bid-Qualifying Criteria)	3															
Part-1B (Scope of Work & Technical Terms and Conditions)	3															
Part-1C (General Terms & Conditions of Contract)	16															
Part-1D (Special Terms & Conditions of Contract)	1															
B] Part- II <u>Price Bid</u>	<u>Pages</u>															
Part-2 (Price bid)	1															
7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at Works Contracts Management (WCM) Building 53,First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014														
8.	Last Date for Receipt of Tender	23.06.2016/ 14:00 Hrs.														
9.	Date of Techno Commercial Bid Opening	23.06.2016/ 14:30 Hrs.														
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.														

Place:
Date:

Signature of the Tenderer
with seal & full address

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INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 14.00 Hrs. on 23.06.2016 and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by 14.30 (IST) on 23.06.2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

BHEL is not responsible for any postal delay.

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

a. The first envelope shall be contained DD for EMD, super scribed as EMD Cover for NIT / Enquiry No.

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

2. **Offer with EMD in any form other than DD/Pay Order/One time EMD will be rejected.**

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

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

All the above three envelopes shall be kept into one cover and sealed also super scribed the NIT/Enquiry No. The Techno Commercial Bid will be opened on 23.06.2016 at 14.30 Hrs. (IST).

Note:

1. The contract will be awarded for a period of 12 months from the date of ordering.
2. The rates shall be firm for the entire period of the contract.
3. If the Contractor is not able to provide the sufficient service/back outs as indicated in the bid, the contractor is liable for forfeiture of the EMD/Security deposit paid.
4. **Evaluation of the offer shall be done on item wise L1 basis.**
5. BHEL reserves the right to increase or decrease the Tendered quantity.
6. **BHEL does not guarantee ordering of any minimum quantity.**
7. Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
8. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
9. In case contract is not executed by any vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.

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

NOTE

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

Or

Any document submitted by the bidder was fake and forged

Or

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

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Place:
Date:

Signature of the Tenderer
with seal & full address

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-1A

A: Contractor Profile

SL No	Description	Details	
1	Name of Company / Firm		
2	Status of the Company / Firm (Relevant documents must be enclosed)	() Public Limited; () Private Limited () Partnership Firm; () Single Ownership	
3	Name of Owner / Partner of Firm		
4	Address for Correspondence		
5	Number of contracts under execution at present if any		
6	Number of employees deployed in your organization:	Temporary	Permanent
7	Tele Phones		
7.1	Landline	Office	Residence
7.2	Cell Phone	Office	Residence
8	E-mail ID		
9	BHEL Vendor Code (If any)		
10	Acceptance to participate in Reverse Auction	YES () / No ()	
11	Authorized person's details for tender process correspondences.	Name : Designation : E-mail id. : Office phone : Mobile number :	

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TECHNICAL BID (QUALIFYING CRITERIA)

B: Qualifying Criteria:

SL.No	Particulars	Compliance status
1.	EMD (EMD Amount: ₹ 2.0 Lakhs) (Offer without EMD will be rejected.) (EMD will be waived off for SME/NSIC/SSI vendors upon verification.)(Copy of valid Certificate to be enclosed)	Amount:₹ Bank & Branch : DD No. : Date :
2.	The Contractor shall have experience of execution of similar work (Manpower Supply / Similar scope of work) for a value of ₹ 10 lakhs or more in any Central / State Govt. / PSU company / Private Organization during last seven years. (Proof to be submitted). Work order / Award of Contract / work or contract or service completion certificate copy for work related to scope of work (Manpower Supply / Similar scope of work) issued by any Central / State Govt. / PSU company / Private Organization. Experience certificate from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank statement for transaction of payment	
3.	Vendors who quote for item no 4&5 (Straight Tube Butt Weld joint grinding and Tack Weld grinding of panel) of BOQ shall engage manpower having experience of 1 year or more in the field of grinding. (Vendor to confirm)	
4.	Financial Soundness : Contractor shall submit proof of their Annual Turnover (in any of the following manner given below) for any of the two consecutive years out of four years i.e., 2011-12, 2012-13, 2013-14 and 2014-15 (Assessment Year 2012-13, 2013-14, 2014-15 & 2015-16). (Documents to Prove Financial Soundness of the Firm to be attached)	
4.1 (a)	Balance Sheet for Assessment Year indication CA membership number of the auditor.	Assmt. Year
		2012-13
		2013-14
		2014-15
AND		
4.1 (b)	Profit & Loss Account for Assessment Year indication CA membership number of the auditor.	Assmt. Year
		2012-13
		2013-14
		2014-15
OR		
4.2	Copy of Income Tax submission acknowledgment for Assessment Year.	Ass. Year
		2012-13
		2013-14
		2014-15
Turn Over (₹)		

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5	Income Tax Registration (PAN) (Details & Self-attested copy to be furnished)	
6	PF Registration (Details & Self-attested copy to be furnished)	
7	ESI Registration (Details & Self-attested copy to be furnished)	
8	Service Tax Registration (Details & Self-attested copy to be furnished)	
9	Valid Labour License (Details & Self-attested copy to be furnished) (If Company / Firm is not having valid labour License they have to get registered immediately after award of Contract in case they are engaging more than 20 workers and Submit the same within 30 days from commencement of work failing to do so Contract will be cancelled and BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure.	
10	Acceptance to Scope of Work (Annexure-1B), General Terms & Conditions of Contract. (Annexure-1C)and Special Terms & Conditions of Contract (Annexure-1D)	

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

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

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ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

SCOPE OF WORK:

01: Non- Core Production Support Activities for BPN (Boiler Production) Area

The contractor has to carry out the following non-core production support activities in Unit I and II: Weld reinforcement Grinding, Weld D-slugging, Dressing, Pipe/tube end cleaning and capping, coolant Tank Cleaning, De-burring, Buffing, De-scaling, Surface Cleaning, Water draining at Hydro Centers, Jobs Surface Preparation, Assisting Material Movement and Handling Machine Cleaning , Chips Removal, Rough Painting, Stenciling etc.

The contractor shall engage sufficient skilled manpower for handing 800 Kgs per man per day.

02: Straight Tube Butt Weld (STBW) Tube cleaning:

- 1) Cleaning of edge preparation ends to facilitate straight tube Butt Welding operation.
- 2) Clean the tube ends to a length of 50 mm free from paint, rust preventive oil, rust and any other foreign particles. The cleaned surface should not have any black spot in the entire surface area. The ID of the tubes are to be ground/filed to have a clean surface without any black spot.
- 3) Deburring the tube ends.
- 4) Squaring of tube ends to tube axis and maintaining 0 mm land.
- 5) Tube cleaning operation for STBW shall be carried out in BHEL shop with labor from approved vendors.
- 6) Necessary consumables and facilities will be provided by BHEL.

03: Flash Butt Weld (FBW) Tube cleaning:

- 1) Spread the tubes on stand and clean the dust for 150mm by a piece of cloth.
- 2) Apply Trichloro ethylene and rub with emery sheet to degrease and remove the rust preventive coating up to a length of 150mm, deburr. Apply emery paper/grinding to remove black spots if any.
- 3) Blow compressed air inside the tube to remove any dust particles.
- 4) Tube cleaning operation for flash butt welding shall be carried out in BHEL shop with labor from approved vendors.
- 5) Necessary consumables and facilities will be provided by BHEL.

04: Straight Tube Butt Weld (STBW) joint grinding and chipping:

- 1) Scope covers the flush grinding of weld reinforcement of STBW butt joints in water wall panel tubes.
- 2) Flush grinding surface level should equal with tube outer Dia. (OD) surface.
- 3) Grinding operation shall be carried out in BHEL shops with labor from approved vendors.
- 4) Necessary consumables and facilities will be provided by BHEL.

05: Tack grinding of Panels:

- 1) Scope covers the grinding of Tack joints in water wall panel tubes.
- 2) Grinding surface level should equal with tube outer Dia. (OD) surface.
- 3) Grinding operation shall be carried out in BHEL shops with labor from approved vendors.
- 4) Necessary consumables and facilities will be provided by BHEL.

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BILL OF QUANTITY

SL NO	Description of Work	UOM	Approximate Qty.
1	Non- Core Production Support Activities for BPN (Boiler Production) Area Approximate Qty: Unit-I – 42347 MT & Unit-II – 16344 MT	MT	58691
2	Straight Tube Butt Weld (STBW) Tube cleaning Approximate Qty: Unit-I – 648000Nos. & Unit-II – 525000Nos.	Nos.	1173000
3	Flash Butt Weld (FBW) Tube cleaning Approximate Qty: Unit-I – 252000Nos. & Unit-II – 40000Nos.	Nos.	292000
4	Straight Tube Butt Weld (STBW) joint grinding and chipping Approximate Qty: Unit-I – 126000 Nos. & Unit-II – 75000Nos.	Nos.	201000
5	Tack grinding of Panels Approximate Qty: Unit-I – 158400Nos.	Nos.	158400

Technical Terms & Conditions

01. All the consumables, cotton waste, air, power, water etc. required for the execution of the above work will be issued by BHEL at free of cost.
02. Hand grinders, all hand tools, tackles and accessories required during execution of the above works will be issued by BHEL at free of cost.
03. The manpower engaged by Contractor against this contract:
 - a) Shall have working knowledge and experience in handling the tools and execution of the above works.
 - b) Shall not come under the conditions of Child Labor.
 - c) Shall be physically and mentally fit for Industrial work
04. The contractor shall
 - i. Obtain permission for their employees for attending work in A, G, B and N shifts as per the requirement of the production shops.
 - ii. Arrange to deploy Supervisors for supervision of the work allotted to their employees and ensure completion of the work
 - iii. Ensure that the workmen are not changed frequently unless otherwise un-avoidable.
 - iv. To ensure their own supervisors should be available for Night shift also for monitoring and execution of their works by their workmen.
 - v. The contractor has to provide all the needed Personal Protective Equipment to the workmen as demanded by the work center in shop floor while working.
05. Payment to the contractor for Non-core activities will be on pro-rata basis. Necessary certification (e.g. Tonnage, Number of ends cleared, number of ends ground etc.) for the same has to be obtained from the officials of respective production bay.
06. The contractor has to be capable of prompt execution of works employing appropriate manpower within short notice during urgent requirement.
07. The contractor has to ensure execution of work during Sundays and Holidays also as per the production requirement, employing appropriate manpower

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08. The contractor shall ensure discipline and good work culture of their workmen during execution of work.
09. Workmen shall attend the work in following shifts as per requirement :
 1. Morning Shift (Ist Shift) : 08:30 AM to 17:00 PM
 2. Night Shift (IInd Shift) : 17:00 PM to 01:30 AM
 3. Morning Shift (A Shift) : 06:00 AM to 14:00PM
 4. Evening Shift (B Shift) : 14:00 PM to 22:00 PM
10. For supervision of work, one supervisor should be posted for every 20 workmen for every shift /Location of work place. Supervisor shall monitor the work assigned and output of contract workers.
11. Work shall be assigned to workmen through supervisor only and it is the responsibility of contract supervisor to complete the assigned work. On completion of assigned work, the supervisor should report to concerned Engineer of Production shop.
12. Workmen shall not be changed frequently.
13. The contractor or his crew should handle the machinery and other equipment's entrusted to them by BHEL, Trichy with utmost care and return them safely after execution of stipulated work. The cost of damage repair due to improper handling of machinery and equipment will be recovered from the contractor.
14. BHEL, Trichy reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
15. BHEL, Trichy reserves the right to cancel / terminate the contract at any time in case of any non-conformance.
16. The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly to our satisfaction.
17. The proof of execution of work should be submitted along with each bill (printed form) with covering letter and proof for execution of work.
18. The bill should be submitted within a week after execution of work during the calendar month - one bill per month.
19. The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

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

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

2. Heading to the Contract Conditions:

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

3. Work To Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

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

4. Deviations:

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

5. Assignment of Transfer of Contract:

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

6. Sub-Contract:

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

7. Compliance to Regulations and Bye-Laws:

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

8. Security Deposit:

(1) Security Deposit should be paid by the contractor before commencement of work. The Security Deposit rate will be as follows:

a)	Up to Rs. 10 Lakhs	10% of PO Value
b)	Above Rs.10 Lakh & Up to Rs. 50 Lakhs	Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
c)	Above Rs.50 Lakh	Rs.4 Lakh + 5% of the amount exceeding Rs. 50 Lakhs

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in anyone of the following terms:

- i) Cash.
- ii) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.

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v) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl. No. (I to VI).

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

No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

(2) Security Deposit has to be submitted before Commencement of Work. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9 Refund of Security Deposit

- 9.1 The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- 9.2 Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE" from the user agencies.
- 9.3 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

10 Risk Purchase

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

11 Submission of Bills by Contractor:-

- 11.1 WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, etc., is the responsibility of end user
- 11.2 The bill should be submitted within a week after execution of work to the executing agencies.
- 11.3 At the time of bill submission the contractor have to submit the following Documents.
 - a. ESI, PF and service Tax remitted challans every month.
 - b. LOG Sheet & Wage Register dully certified by the end user

12. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have

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been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

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

13. Contractor's Supervision:

- 1.The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 2.Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 3.The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 4.The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

14. Precautions against Risk:

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

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

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

16. Laws Governing the Contract:

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

17. Cancellation of Contract for Corrupt Acts:

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

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If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR

b) enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

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

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

If the Contractor,

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

OR

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

OR

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

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

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

e) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

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

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:
- c) BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or c only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

20. Termination of Contract on Death of Contractor:

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

21. Special Power to Termination:

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

22. Submission and Processing Of Bills:

Payment of Bills:

1. 100% payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against certification by user agencies.

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

- a) Deviation from the items provided in the contract documents.

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b) Extra items / new items of work.

c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

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

a) Documentary proof for payment of PF/ESI with individual names to be submitted.

b) Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.

c) Any other relevant document which is required from time to time as per BHEL requirement.

d) If the Contractor is not registered then a declaration shall be submitted along with offer that they are within the threshold limit.

24. Recovery from Contractor:

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

25. Post- Technical Audit of Work and Bills:

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

26. Refund of Security Deposit:

The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

27. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager /Stores/Valves subject to prompt notification by the contractor.

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28. Arbitration:

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

29 Signing Of Contract:

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

30. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for a period of ten days.
3. The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract workmen. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. The contractor should educate the contract workmen in registering the attendance through the system.
6. Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
7. If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
8. On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract workmen lose his/her card, the contractor shall arrange a duplicate card for the workmen by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
11. The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

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

Following points shall be ensured for the safety of contract employees.

I. Identity and Entry:

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractors not to employ people whose age is below 18 years.
3. HR/ Welfare will issue passes to the trained employees only.
4. Welfare has to arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

II. Training:

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts the contractors has to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

III. Dress Code:

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree /chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers.

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.

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8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

Work Permit Instructions

Sl. No.	Works	Instruction
1	Construction, erection & Commission of new and Modification of existing civil structure.	The contract workers employed shall have sufficient job knowledge shall follow the procedures and dress code
2	Periodical Civil maintenance work at height	Only experienced people shall be allowed to carry out at the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
3	Work at height - including roof light maintenance and furnace work	Only experienced and qualified electrician shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
4	Welding work at process plant including pipe lines PG and acetylene plant	Only experienced people shall be allowed to carry out, the work at height. Shall take care of nearby pipeline, remove all flammable materials Get help from fire service.
5	Crane erection and modification work	Only experienced people shall be allowed to carry out the work. Wear safety belt and use life line. Net etc. Remove all loose material
6	Excavation and Blasting	Some lapse is noticed obtaining Excavation permit, shall be strictly followed. Only licensed holder shall carry out blasting, accountability shall be properly maintained for the explosives, unauthorized/ unapproved explosives shall not allowed. Only authorized equipment shall be used for blasting
7	Fragile roof work	Only experienced people shall be allowed to carry out the work at the fragile roof. Physically fit without any vertigo problem. Wear safety belt and use life line. Net etc. They shall be properly instructed before going to the roof.
8	Confined space work, cellars, furnace ducts	Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/confined space

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V. Equipments:

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
3. Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
4. Qualified electricians are only to be used for giving connections.
5. Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
6. For portable electrical equipment supply to be taken using plugs points.
7. Wires /cables extension box should be in good condition.
8. Proper earthing should be maintained.
9. Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
10. Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

VI. All contractors:

A. Gas Plant:

1. Contractors to use only trained persons for working in LPG installations with separate identity and to furnish valid documents for working in LPG area.
2. If LPG is used, hazards, safe handling methods, etc., are to be clearly explained to the employees and safety measures are to be taken.
3. People working in LPG line, furnace, and installation are to be aware of LPG properties; hazards involved and should work with adequate precautions and assistance. Hot work permit to be obtained any welding/ cutting work in this area. No spark or flame is allowed.
4. Awareness on PG Plant, Inflammable stores for contract employees should be ascertained by the contractors. Contract employees authorized by safety are only to be allowed. Others not allowed.
5. Adequate precautions must be taken by contractors for their employees working in the PG area. (Gas generation, coal handling, poking operation, booster area, ash handling, tar and phenol handling, pipe line work etc.)

B. Electrical Contractors:

1. Must ensure proper care before working on electrical lines.
2. Must have obtained line clearance/ work permit for all electrical work, panel board cleaning, roof light changing, cable trench works and works in confined areas.
3. After completion of the work the line clearance/ permits must be closed.
4. Must remove all the left out choke, bulbs, tools, fasteners etc. after completion of the work (working on height).
5. Portable machines, lines drilling machines must be with proper plug points.
6. Unused new cables and fittings are to be returned to the concerned. Old cables/ used cables are to be removed and returned properly.

C. Painting Contractors:

1. Must know the characters of paints, thinners, solvents etc before handling.

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2. User departments and the contractor must provide Materials Safety Data Sheets (MSDS) for the contract employees involved in painting work.
3. Contractors should provide respirators to the employees doing painting work.
4. User departments should ensure training for contract employees in Fire prevention, firefighting etc.
5. The training shall be through Fire/Security department.
6. Contract employees must take adequate precaution to prevent fire while working.

D. Civil Contractors:

1. Employees working in Civil constructions should be familiar with the relevant work viz masonry work construction, tiles, partition, floor elevated work etc.
2. Tools, equipment pertaining to their works must be in good condition and with valid certificates. The workers employed must be skill full enough to complete the work- roof work, work at height, excavation blasting etc.
3. Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department/ WEL This is a must for the works like working at height, Jack hammering, sewage cleaning etc.
4. Vehicles used for construction works like Lorries, excavation equipment (JCB), Mixing machines etc., are sound in operating condition.
5. User departments should ensure that the applicable procedures are clearly understood by contract employees involved in civil maintenance viz flooring, floor cleaning, building maintenance, water line, pipe lines, storm water, ETP Maintenance etc. The adherence to the procedures must be ensured by contract supervisor.
6. The operators should be licensed, trained and authorized persons. Valid certificates/ documents must be shown on demand.
7. Employees should remove the waste materials from the work spot after completing the works.

E. Transport Contractors:

1. Vehicles carrying materials should have proper registration documents and must be produced on demand to BHEL security staff.
2. The driver of the vehicle must possess valid heavy duty license, vision Test certificates & relevant valid vehicle documents as per the factory Rules and to be produced on demand to the security staff.
3. The cleaner should be knowledgeable enough to give correct direction. Also should not drive inside or take training inside. Every vehicle should have pair of skilled driver and cleaner.
4. No persons other than driver should be allowed to sit or stand on the Prime Movers of the trailer.
5. Should not do Cooking, Bathing, Vehicle cleaning etc. within the premises.
6. The lights on right side (i.e.) over driver's cabin should be in working condition.
7. Both the head lights as well as park lamps must be in working condition.
8. The tire, brake, horn, turning lamps, etc must be in good conditions.
9. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
10. There must be a safe distance behind another moving truck.
11. If vehicle got break down, they should attend maintenance work and ensure to avoid oil and grease spillage & traffic issues.
12. Drivers should not do material handling activities.
13. Must not stand under/close to load while lifting the materials
14. Speed limit 20 Km/ hr to be maintained inside the factory premises.

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F. Shipping:

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
6. There must be side packing such as gunny, rubber-tire between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
7. There must be minimum two fastening and it should be more in case of lengthier loads.
8. The loose pieces should be bundled before loading on the truck.
9. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
10. The materials should not be stacked too high to avoid hitting against live electric lines.
11. Must not lift beyond the capacity (SWL) of mobile cranes.
12. Must keep valid certificates for the individual (inclusive of vision Test certificates) and lifting equipment.
13. Should not use mobile cranes for transporting and dragging

VII. Travels/Taxi Contractors:

1. Must have valid documents like Driving license, RC, Insurance, FC, Vision Test Certificate.
2. Max speed limit 20 KM/Hr. must be followed, Timing prescribed for entry and exit to be strictly followed. Not to overtake inside the Premises.
3. Seat belt must be worn by taxi drivers, Park cars only in the permitted areas.
4. Using mobile phones while driving and playing iPod, inbuilt music systems etc. in the vehicles are banned within the factory premises.

VIII. Welfare:

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System

XI. Health Checkup:

Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department/ BHEL for updating. Specific test is a must apart from General Health checkup for the works like

1. Working at height- Vertigo test
2. Mobile crane operator- Vision test, audiometric test
3. Vehicle drivers- Vision test, audiometric test
4. Shot blasting operations- Lung function test, audiometric test
5. Canteen employees- Dermatitis
6. Jack hammering- Lung function test, audiometric test
7. Sewage cleaning- Lung function test,
8. Electro-plating- Skin and respiratory tract
9. Grinding - Lung function test, audiometric test
10. Spray painting - Skin and respiratory tract

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X. Safety Equipment:

Contract employees must wear the PPEs relevant to the nature of work in addition to the safety shoes.

1. Welding - Welding Shield and goggles
2. Gas cutting - Aprons, Gas cutting goggles
3. Painting - PVC gloves, PVC apron, respirators
4. Electrical work - Electrical Resistance gloves, gum boots (during rain)
5. Work near hot furnace - Heat resistant gloves Sr Apron
6. Glass wool related works - Respirators, Barrier Cream
7. Slag removal, cleaning and grinding work - Goggles / dust respirators.
8. Handling of rough and sharp surfaced objects - Leather gloves
9. Sanitary work - Hand gloves, Gum boots
10. Concrete preparation - Gum boots Electrical
11. Work at height - Rubber gloves, Safety Belt, fall arrestors, Life line Rope.

XI. Violations:

The following will be treated as serious violations and appropriate actions are to be Initiated by the users.

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.
12. Any willful act that creates unsafe conditions.

32. Notices of Accidents

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

33. Fraud Prevention Policy

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

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

34. Suspension of Business Dealings with Suppliers / Contractors:

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

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35. Risk Purchase:

a) In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

36. Government Law's Covering Under This Contract.

1. The Factories Act, 1948:

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

2. Tamil Nadu Factories Rules, 1950

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

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

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

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

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

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

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

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

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

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

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

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

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

37. Conditions Related to the Welfare of Labours

- 1 The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
- 2 The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
3. The Contractor will have to make payment to the Contract Personnel, as per minimum wages prescribed by the Government of Tamil Nadu from time to time and additional payment per month (over and above the minimum wage) as given below, any amendment to the government notification, from time to time will be applicable and become part and parcel of these conditions.

Unskilled	-----	₹ 3,200/-
Semiskilled	-----	₹ 3,700/-
Skilled	-----	₹ 4,100/-
4. The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.
5. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- 6 Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
- 7 The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
- 8 ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the Contractor.
- 9 The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Place:
Date:

Signature of the Tenderer
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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 Criteria for Award of Work:

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL".

The criteria for award of work shall be item wise L1 basis.

The quantity mentioned in BOM / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

2.0 Splitting of Contract:

2.1 The work shall be divided amongst vendors agreeing to match their rate to that of L1 as per their merit.

2.2 The number of vendors amongst whom contract will be divided will be as per Tender Notice. In case nothing been spelt about tender splitting it shall be assumed that No splitting is proposed.

2.3 Following procedure shall be followed for splitting the contract:

- i) The L1 rate shall be counter offered to technically qualified vendors for their acceptance based on their merit and the proposed no. of splitting of contract.
- ii) The contract shall be divided amongst the vendors giving acceptance to counter offered rates.
- iii) H1 vendor shall not be considered for counter offering of L1 rate for acceptance.

2.4 The splitting of contract amongst vendors who accept the counter offered rates.

1. For Item No 1: (Non- Core Production Support Activities for BPN (Boiler Production) Area), the proposed splitting is as follows:

Sl No:	No. of vendors agreed for matching their rate to L1 rate:	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2	% of Contract Value to be awarded to L3
Case 1:	2	50 %	30%	20%
Case 2:	1	60 %	40 %	NA
Case 3:	0	100 %	NA	NA

2. For Item No 2, 3, 4 & 5: (STBW Tube cleaning, FBW Tube cleaning ,STBW Joint grinding and chipping and Tack grinding of panels), the proposed splitting is as follows:

Sl No:	No. of vendors agreed for matching their rate to L1 rate:	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2
Case 1:	1	60 %	40%
Case 2:	0	100 %	NA

Place:
Date:

Signature of the Tenderer
with seal & full address

Enquiry No: 9241600094 /30.05.2016

PART-II (PRICE BID)

ANNEXURE-II

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
1	Non- Core Production Support Activities for BPN (Boiler Production) Area Approximate Qty: Unit-I - 42347 MT & Unit-II - 16344 MT	MT	58691		
2	Straight Tube Butt Weld (STBW) Tube cleaning Approximate Qty: Unit-I - 648000Nos. & Unit-II - 525000Nos.	Nos.	1173000		
3	Flash Butt Weld (FBW) Tube cleaning Approximate Qty: Unit-I - 252000Nos. & Unit-II - 40000Nos.	Nos.	292000		
4	Straight Tube Butt Weld (STBW) joint grinding and chipping Approximate Qty: Unit-I - 126000 Nos. & Unit-II - 75000Nos.	Nos.	201000		
5	Tack grinding of Panels Approximate Qty: Unit-I - 158400Nos.	Nos.	158400		
Total amount (Excluding Service Tax) (A) (₹)					
Service Tax @ % (B) (₹)					
Total amount (Including Service Tax) (C=A+B) (₹)					

Place:
Date:

Signature of the Tenderer
with seal & full address