

Name of Woks: SERVICE CONTRACT FOR DOCUMENTATION WORK OF IBR, NUCLEAR AND OTHER CUSTOMER REQUIREMENTS AT BHEL, TRICHY FOR 2016-18.

Enquiry No: 9241600128 / 23.07.2016

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

## **NOTICE INVITING TENDER**

*Sealed Tenders are hereby invited from experienced, reliable, resourceful, financially sound Works Contractors having Manpower and other resources. Please submit your competitive bid for the following scope of work as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.*

1.	Tender Ref No:	9241600128 / 23.07.2016																
2.	Name of works	SERVICE CONTRACT FOR DOCUMENTATION WORK OF IBR, NUCLEAR AND OTHER CUSTOMER REQUIREMENTS AT BHEL, TRICHY FOR 2016-18.																
3.	Location of work	BHEL, TRICHY.																
4.	Period of contract	24 months from the date of award of contract.																
5.	Earnest Money Deposit	₹ 1,50,000/-																
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 &amp; Technical Terms and Conditions)</td><td>3</td></tr><tr><td>Part-1C (General Terms &amp; Conditions of Contract)</td><td>12</td></tr><tr><td>Declaration By Vendor</td><td>1</td></tr><tr><td>Part-1D (Special Terms &amp; 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-II (Price bid)</td><td>3</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)	12	Declaration By Vendor	1	Part-1D (Special Terms & Conditions of Contract)	1	B] Part- II <u>Price Bid</u>	<u>Pages</u>	Part-II (Price bid)	3
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Declaration By Vendor	1																	
Part-1D (Special Terms & Conditions of Contract)	1																	
B] Part- II <u>Price Bid</u>	<u>Pages</u>																	
Part-II (Price bid)	3																	
7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at <b>Works Contracts Management (WCM) Building 53, First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014</b>																
8.	Last Date for Receipt of Tender	18.08.2016/ 14:00 Hrs.																
9.	Date of Techno Commercial Bid Opening	18.08.2016 / 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 23.07.2016 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 18.08.2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL is not responsible for any postal delay. Tender box is available in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

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.**  
(EMD will be waived off for SME/NSIC/SSI vendors upon verification.)(Copy of valid Certificate to be enclosed in EMD cover Only)
- 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. 18.08.2016 at 14.30 Hrs. (IST).

**Note:**

1. The contract will be awarded for a period of 24 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 overall 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.

Place:  
Date:

Signature of the Tenderer  
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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 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.*

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	Authorized person's details for tender process correspondences.	Name : Designation : E-mail id. : Office phone : Mobile number :	
11	<b>PF</b> Registration (Details & Self-attested copy to be furnished )		
12	<b>ESI</b> Registration (Details & Self-attested copy to be furnished )		
13	<b>Valid Labour License</b> (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 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.		
<p>Note:</p> <ol style="list-style-type: none"> <li>Vendors not having PF registration/ ESI registration / Labour license (as applicable) shall immediately get registered after award of work to comply with statutory.</li> <li>If vendor fails to get PF / ESI and labour license (as applicable) within 30 days from award of work, EMD / SD shall be forfeited and suitable action will be taken.</li> </ol>			

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**TECHNICAL BID (QUALIFYING CRITERIA)**

**B: Qualifying Criteria:**

**Important:** All the points of the statements to be adequately substantiated invariably with documentary proof thereto. Non-compliance of this requirement shall be deemed fit to reject the Tender primarily on scrutiny on the Tender opening, facilitating freezing of eligibility for price-bid opening.

SL No	Particulars	Compliance status										
1.	EMD (EMD Amount: ₹ 1.5 Lakhs) (Offer without EMD will be rejected.) (EMD will be waived off for Valid SME/NSIC/SSI vendors upon verification.)( Copy of valid Certificate to be enclosed)	Amount:₹ Bank & Branch : DD No. : Date :										
2.	The Contractor should have a minimum 1 year of experience of similar work. Copy of work order / Award of Contract / work or contract or service completion certificate copy for work related to scope of work (Manpower Supply / Documentation work) in any Central / State Govt. / PSU Company / Private Organization. (Proof to be submitted in the name of Firm participating in Tender). (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.	Vendor shall provide manpower in Semi-skilled & Skilled Category with following Qualification:: 1. Semiskilled worker refers to qualification with plus two and computer knowledge. 2. Skilled worker refers to qualification with Diploma and computer knowledge. 3. Skilled Worker for SAP program/corrections, Graduate with knowledge on ABAP programming. ( Vendor to confirm )											
4.	<b><u>Financial Soundness</u></b> Documents to Prove Financial Soundness of the Firm Minimum Average Annual Turnover of ₹ 20 Lakhs reflecting in audited P & L statement & Balance sheet with CA membership number <b>Or</b> in Income Tax Submission acknowledgment (in the name of Firm or in the name of Owner in case of proprietorship firm) 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.	<table border="1"> <thead> <tr> <th>Assmt. Year</th> <th>Turn Over ( ₹)</th> </tr> </thead> <tbody> <tr> <td>2012-13</td> <td></td> </tr> <tr> <td>2013-14</td> <td></td> </tr> <tr> <td>2014-15</td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> </tr> </tbody> </table>	Assmt. Year	Turn Over ( ₹)	2012-13		2013-14		2014-15		2015-16	
Assmt. Year	Turn Over ( ₹)											
2012-13												
2013-14												
2014-15												
2015-16												
Average Annual Turn Over for any Two consecutive year.												

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<b>AND</b>			
4.1 (b)	Audited Profit & Loss account indicating CA membership number of the auditor for Assessment Year for having minimum Average Annual Turnover of ₹ 20 Lakhs	Assmt. Year	Turn Over ( ₹ )
		2012-13	
		2013-14	
		2014-15	
		2015-16	
Average Annual Turn Over for any Two consecutive year.			
<b>OR</b>			
4.2	Copy of Income Tax submission acknowledgment for Assessment Year.	Ass. Year	Turn Over ( ₹ )
		2012-13	
		2013-14	
		2014-15	
		2015-16	
Average Annual Turn Over for any Two consecutive year.			
5	<b>Income Tax Registration ( PAN )</b> (Details & Self-attested copy to be furnished )		
6	<b>Service Tax Registration</b> (Details & Self-attested copy to be furnished )		
7	Acceptance to Scope of Work (Annexure-1B), General Terms & Conditions of Contract. ( Annexure-1C) and Special Terms & Conditions of Contract ( Annexure-1D)		
<b>Note:</b>			
3. Vendors not having Service tax registration and within the threshold limit shall submit a declaration from the same.			
4. If vendor fails to get Service tax registration and ( as applicable) within 30 days from award of work, EMD / SD shall be forfeited and suitable action will be taken.			

**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.

No other pre conditions along with your offer will be entertained by BHEL.

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**

**1. SCOPE OF WORK PART A & PART B**

**Brief scope for PART A & B**

- Receipt, sorting and Maintenance of input documents
- Scanning and e-storage of History cards
- Data entry in SAP system and verification
- Trial print out of Certificates for Verification for correctness by BHEL
- Final print of the certificate (All contents of certificates)
- Indenting drawings, trimming , folding, compilation and filing in order
- Compilation of booklets in order, affixing stamps and binding.
- Preparation of letters for IBR certificates / Inspection Reports
- Documents movement for signature/handing over
- Certificates status data feeding in SAP
- Scanning / Xeroxing Documents for certificate preparation / data storage
- Development of New programmes in SAP and corrections in the existing programmes.
- Enter daily inspection calls for Customer inspection

**Detailed scope**

**PART A activities**

**A.1.1** - Receipt and Maintenance of history cards and Vendor certificates (Input Documents) including reissue on demand basis & re-receipt.

**A.2.1** – Scanning & e-storage of History cards

**A.3. BOILER DOCUMENTATION**

A.3.1-Data entry for boiler PGMA's, verification and corrections

A.3.2-Trial print out of the certificate contents for verification by BHEL (Form III sheets only)

A.3.3- Final print of the certificate (All contents of Boiler Data Book)

A.3.4- Indenting drawings in the drawing indent system

A.3.5- Trimming and folding drawings to a desired shape

A.3.6- Compilation & filing drawings in order – 1 set ( 2 copies)

A.3.7- Compilation of Boiler Data Book in order – 1 Set ( 2 copies)

A.3.8- Binding two copies of Boiler Data Book.

A.3.9- Affixing seals (Rubber stamp) in certificates and in drawings

A.3.10- Scanning of signed pages of drawings and IBR certificates

**A4. FORM II/III (A/B/C)/MISC. CERTIFICATES**

A.4.1- Data entry in SAP for Form-III A/BC/Misc. (raw material details in the input documents)

A.4.2- Trial print out of the certificate contents for verification by BHEL (Form III sheets only)

A.4.3- Verification of the Printout for correctness with the input and internal documents

(Material list (GMS) & Drawing)

A.4.4-Final print of the certificate (All contents of certificates)

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- A.4.5-Indenting drawings in the drawing indent system
- A.4.6-Trimming and folding drawings to a desired shape
- A.4.7-Compilation of certificates in order 1 set (2 copies)
- A.4.8-Book forming 1 Set (2 copies)
- A.4.9-Affixing seals (Rubber stamp) in certificates and in drawings
- A.4.10- Scanning of Signed pages (Drawings & documents).

**A.5.1**-Preparation of covering letters for IBR certificates / Inspection Reports

**A.6.1**- Certificates status data feeding in SAP

**A.7.1**- Documents movement cycle (Within BHEL Complex): Documentation section – Quality Control- Production - IBR office- Documentation section – Commercial Department

### **A.8. Valves Documentation**

- A.8.1- Data feeding in SAP : Chemical & Mechanical values from Test Certificates for all Valves.
- A.8.2-Collection of History cards & TCs
- A.8.3- Data feeding in SAP : Completed history card details & preparation of MTC
- A.8.4- Affixing five rubber stamps in Form-III C certificates.
- A.8.5- Preparation of forwarding letters for the IBR certificates
- A.8.6- Scanning of Form-III C certificates and preservation Test Certificate number wise.
- A.8.7-Scanning of TCs, History cards and compilation as per sale order item wise.

### **PART B activities**

#### **B.1 OSI (Outsourcing Inspection) Documentation**

- B.1.1-Data entry for daily Customer Inspection call in SAP
- B.1.2-Data entry for Inspection report generation in SAP
- B.1.3-Development of new program/Correction in programs

#### **B.2 ATP (Advanced Technology Product) Documentation**

- B.2.1- Receipt of original documents from ATP/QC -OPS, DT, WDS, NDE Reports & Lab Reports (Internal Documents)
- B.2.2- Original Documents Compilation –OPS, DT, WDS, NDE (MT, PT, UT, RT) & Lab Reports
- B.2.3- Xeroxing - OPS, DT, WDS, NDE& Lab Reports (each 5 copies)
- B.2.4- Compilation, Indexing & Folder (5 copies) preparation and submission to ATP/QC Customer for approval.
- B.2.5- Feeding the document status in computer
- B.2.6- Scanning & storing in Database/CD

### **2. CONTRACT PERIOD:**

- a) The contract execution period will be for a period of **24 Months** from the date of commencement of work.*
- b) If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.*

### **3. CONTRACTOR'S SCOPE:-**

1. The Contractor has to deploy adequate manpower for completing the work as per the schedule given by BHEL. Average number of persons required for the entire work are two unskilled, four semiskilled, six skilled and one graduate with knowledge on ABAP programming. This requirement will be subjected to change based on fluctuations in work load and based on demand by BHEL.
2. The contractor may have to deploy more or less manpower depending on the workload for completion of work on time.

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3. There should not be any hindrance to the job being executed by BHEL due to contractor..
4. The Contractor will be intimated before 24 hrs. for deployment of additional manpower (including Sunday and holiday).
5. Contractor has to provide required personal protective equipment to their workmen and supervisor at their own cost and shall comply with all safety regulations under Factories Act.

**While quoting the rate, the following wages & benefits are to be taken into consideration.**

Details	Wage per Month ₹		
	USW	SSW	Skilled
Govt. Minimum <b>Basic Wages</b> per Month (latest)	3690	3990	4170
Govt. Minimum <b>DA</b> per Month (Latest)	5196	5196	5196
<b>Additional amount</b> to be paid to the contract employee by the Contractor over and above the minimum wages as per Corporate guidelines	3200	3700	4100

Employer's PF contribution @ 13.61%, Employer's ESI contribution @ 4.75%, Insurance and a bonus @ 8.33% minimum are to be considered. Govt. minimum wages (Basic & DA also with additional wages As prescribed in the Tabulated schedule) are revised every year with an average increase of 10% per year and PF &ESI are subject to change from time to time.

**Conditions covering the Contract**

- 01) All infrastructure facilities to perform the entire Documentation activities like computer, laser printer, paper, binding materials and high speed scanner shall be provided by BHEL Trichy.
- 02) The contractor should bring their workforce as required to accomplish the job.
- 03) Necessary Transportation facility for the workforce posted has to be arranged by the respective contractor to perform the activities inside BHEL complex.
- 04) The performance of the contractor will be monitored continuously by BHEL Quality Control and the performance rating will be communicated to The Head of the contract separately. In case of any unsatisfactory performance, the contractor is expected to take appropriate time bound corrective actions to improve the quality of service and feed- back shall be given to BHEL on the corrective actions taken.
- 05) There will be fluctuations in work load. Hence, the contractor shall deploy the estimated Manpower and plan for Documentation activities accordingly. Since these documents are Statutory in nature, all activities are to be carried out inside BHEL and the Contractors shall not be permitted to take any document in any form outside the factory premises.
- 06) The workforce posted by the contractor has to work for a minimum of 8 Hours in 8.00 AM – 4.30 PM or some other shift timings of 8 hrs. duration as may be prescribed from time to time. If need arises shall have to work on Sundays, BHEL declared Holidays and in extended hours also.
- 07) All safety equipment to the workmen safety rules & regulations to be followed as per BHEL's Safety rules & regulations.
- 08) BHEL, Trichy is in no way responsible for any loss of life or any injury caused to any of the contractors and their crew while executing the above work at our premises.
- 09) 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.
- 10) 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.
- 11) BHEL, Trichy reserves the right to cancel / terminate the contract at any time in case of any non-conformance.

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- 12) 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.
- 13) The proof of execution of work should be submitted along with each bill (printed form) with covering letter and proof for execution of work.
- 14) The bill should be submitted within a week after execution of work during the calendar month - one bill per month.
- 15) Necessary gate entry pass will be issued by BHEL Security Department on Quality Control Department recommendation for your crew and Security Rules are to be observed strictly by your crew.
- 16) 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, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work 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.

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.

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**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. EMD & Security Deposit:**

- (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.
- (3) EMD by the Tenderer will be forfeited if :
  - i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - ii) The tenderer does not commence the work within the period as per LOI/ contract. In case the LOI / contract is silent in this regard then within 15 days after award of work.
  - iii) EMD given by all unsuccessful tenderer will be refunded normally within 15 days of acceptance of award of work by successful tenderer.
  - iv) EMD shall not carry any interest.
  - v) EMD of successful vendor will be converted and adjusted against the security deposit.
- (4) 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.

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- 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.
- 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.

**(5) 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, Contract closing 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

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**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 had 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.

If the Contractor shall:

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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.

**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:

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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:**

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

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

**Payment 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. E-payment mandate in the prescribed format to be given before award of contract

**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.

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- b) Copy of payment challan for contract employees made through Bank of previous Month / Quarter as proof of
- c) deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- d) Any other relevant document which is required from time to time as per BHEL requirement.
- e) 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.

**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.

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**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.

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

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.

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Name of Woks: SERVICE CONTRACT FOR DOCUMENTATION WORK OF IBR, NUCLEAR AND OTHER  
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6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. No women workers are allowed to work before 8.00 AM and after 6.00 PM.
10. The Contractor has to deploy the personnel who has completed the age of 18 and not above 45 years of age.
11. The Contractor should bring Contract person to BHEL premises at his / her own cost, risk and execute the work allotted to him in BHEL premises.
12. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
13. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.
14. Also the contract will be executed through other contractors and any additional cost incurred will be recovered from any of their dues.
15. BHEL will no way be responsible for any loss of life or any injury caused to any of the Contractors or their crew while executing the above work at BHEL premises.
16. The Contractor or his / her crew should handle the work with utmost care the Contractor.
17. Contractor shall supervise the work carried out by his / her employees by providing one supervisor for every 20 personnel engaged by them.
18. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such personnel should possess requisite skill, proficiency, qualification, experience etc, to suit to the work requirement of BHEL.
19. Contractor shall maintain appropriate records of his / her employee's deployed carry out the job(s).
20. Contractor will be responsible for the good conduct of his / her employees. In case any misconduct / misbehavior by any employee, the Contractor will replace such employee(s) immediately.
21. Contractor will ensure that the job is executed through his / her employees on and under no circumstances; the Contractor will not deploy any casual employee to carry out the job nor shall sub Contract the job without prior written permission.
22. Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF, MW, ESI & Bonus Act, etc including additional wage prescribed by BHEL.
23. The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
24. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his / her employee. No work shall be done on Second / third shift, overtime, Sundays or on other declared holidays without proper permission.
25. The log-book for day-to-day work executed should be maintained by the Contractor and the signature should be obtained from the Authorized Executive (user agency) of BHEL daily. The User Agency will certify the utilization of the engaged personnel (Attendance) as per the Contract condition to enable WCM to forward the bill for payment to Accounts Department after verification.
26. The Contractor should maintain attendance register and 'Work Diary' ( log-book) containing the details of work executed by him from time to time on Shift / Daily basis and obtain the signature from official concerned (user agencies) nominated for this purpose for having executed for the work correctly and satisfactorily.

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27. Necessary gate entry pass will be issued by BHEL Security Department for Contract employee based on your application duly forwarded by the Contract Executing Department and approved by HR / Welfare / Contract Cell on fulfillment of the Statutory Obligation by the Contractor.
28. In the event of termination of Contract for any reason whatsoever, the Contractor shall withdraw all his / her employees from the establishment of BHEL. In case, Contractor decides to terminate services of his / her employees, he should settle all terminal dues including retrenchment compensation.
29. If after issue of LOI / Contract, Contractor fails to commence the work within 15 days or complete the work in total as per the terms & conditions of Tender and to the satisfaction to BHEL, EMD / SD deposited by the Contractor may be forfeited and Contractor may be barred from participation in all types of future Tenders and the decision of BHEL will be final in this regards.
30. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to operations done by the Contractor Personnel, such loss, damage or compensation shall be paid by the Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
31. The Contractor is directly responsible for injuries / death of Contract personnel or any person employed by him as well as to the third party occupants or other users arising due to accident. At any point of time, BHEL will not be responsible for any loss/damage either to the personnel or to the machines.
32. Any damage to BHEL materials due to rough and faulty handling by the Contractor's personnel will have to be made good by the Contractor to BHEL. Similarly if any damage caused to BHEL equipment's / installation, property of third party in the course of work by the Contractor's person, the same shall be made good by the Contractor.
33. The personnel engaged under this Contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the Contractor to take the personnel out of BHEL Complex as soon as their day's work is over.

### **32. 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.

### **33. 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”.

### **34. INCOME TAX AND SERVICE TAX**

34.1 Income tax, as applicable will be deducted at source at the rate applicable in accordance with statutory guidelines. PAN Number is to be furnished along with the offer.

34.2 Service tax, as applicable in accordance with service tax rules. Service Tax registration number shall be furnished along with the offer. Declaration for payment of Service Tax to the invoice claimed and evidence for the latest Service Tax payment shall be enclosed along with the invoice every month.

### **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.

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## 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.

- a. The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- b. The minimum wages Act 1948 and the related rules
- c. The payment of wages Act 1936 and the related rules.
- d. The Factories Act 1948 and related Tamil Nadu Rules.
- e. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- f. The Employees State Insurance Act 1948.
- g. Workmen Compensation Act 1923
- h. Payment of Bonus Act 1965
- i. Maternity Benefit Act, 1961
- j. Payment of Gratuity Act, 1972
- k. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- l. Equal Remuneration Act, 1976
- m. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- n. 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

Place:  
Date:

Signature of the Tenderer  
with seal & full address

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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 account only.
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.

**38. A. 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 overall L1 basis.

**B. Number of Contractors required**

- The contract will be awarded to **single contractor** based on the total value of the offer (Total package of 12 Schedules). BHEL required one single Contractor to complete the above subject scope of work.
- If the lowest acceptable total value quoted by two or more contractors is same, the L1 will be decided on lot basis.

Place:  
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**(ON BIDDER'S LETTER HEAD)**

**TENDER NO:** BHEL: QC: DOC: OS1: 2016      **Dt. /** 23.07.2016

**DECLARATION**

I / We M/s. .... do hereby state as follows:-

- (1) The price bids have been put in separate sealed cover.
- (2) The Techno Commercial Bid and all the connected documents have duly been filled in, signed and stamped and put separately in another bigger cover and sealed.
- (3) All the documents & pages have been signed by the Authorized Signatory of the Service Provider, as required, with official seal.
- (4) All the documents required for technical qualification as per eligibility criteria for technical qualification have been enclosed along with techno commercial bid.
- (5) In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above from point (1) to (4), we fully understand that it would be a serious violation in complying with the Tender of this nature and that BHEL shall have the right to take a serious view of this and all the actions / decisions of BHEL in this regard will be final and binding on us.
- (6) We, firms / companies have clearly understood and assure that, will follow and 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 ( both additional wages & minimum wages will also attract PF, ESI, Bonus etc. )(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.
- (7) Details of contractor's group concerns or affiliates etc., who are also engaged contract business.
- (8) Details / particulars of partners / Proprietors / Directors of bidders / such group concerns or affiliates etc. including details of DIN no. (in case of directors) and PAN no. (in case of partners / proprietors) duly supported by self-attested copies of relevant documents.
- (9) confirm that none of its group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- (10) confirm that none of its group concern or affiliates etc., receives show cause notice issued from any of the unit by BHEL nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- (11) Confirm that other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

Place:  
Date:

Signature of the Tenderer  
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**PART-II (PRICE BID)**

**ANNEXURE-II**

**Instructions for filling PRICE BIDS**

01. The Rate quoted shall be firm throughout the currency of the Contract without any price variation Clause. The Tenderer has to quote the Rate / Unit only.
02. The Rate shall be quoted excluding Service Tax, SBC & Krishi kalyan cess and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Service Tax will be paid extra on production of documentary evidence.
03. The Rate quoted should be inclusive of cost for salary (Minimum wage + additional wage prescribed below and including PF, ESI, etc.,) of the personnel i.e. skilled, semiskilled, and unskilled & supervisors and to execute the above subject scope of work.
04. Contractor has to make payment to his contract employees based on the followings
  - Employer's PF contribution @ 13.61%, Employer's ESI contribution @ 4.75%, Insurance and a bonus @ 8.33% minimum are to be considered. Govt. minimum wages (Basic Wages, DA & additional wages as prescribed by BHEL ) are revised every year with an average increase of 10% per year and PF &ESI are subject to change from time to time.

Details	Wage per Month Rs.		
	USW	SSW	Skilled
Govt. Minimum <b>Basic Wages</b> per Month (latest)	3690	3990	4170
Govt. Minimum <b>DA</b> per Month (Latest)	5196	5196	5196
<b>Additional amount</b> to be paid to the contract employee by the Contractor over and above the minimum wages as per Corporate guidelines	3200	3700	4100

05. The Contractor will have to cover their employees under PF, ESI & Bonus act etc. based on the above payment rate (Minimum Wage + Additional Wage).
08. Quotation should be valid for a period of 120 days from the date of Tender opening.
09. The rate should be quoted as unit rate basis taking into account the following points:
  - (a) The engagement of crew members on all Working Days in a month and excluding Weekly off and Holidays declared by BHEL.
  - (b) The duration of Working in a day will be 8 Hours as per the direction given by BHEL
10. 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.
11. Charges for engaging the personnel on Weekly off and Holidays declared by BHEL will be paid based on the contract rate.
12. Duration of Contract will be **two year** from the date of commencement of work as indicated by BHEL.
13. The contract will be awarded to Single contractor. BHEL requires single Contractor to complete the above subject scope of work.
14. The sum of basic rates i.e. (Total package value of 12 Schedules) including all charges, incidentals etc., exclusive of Service tax will be the basis for deciding the L1 Bidder.
15. If the lowest acceptable total value quoted by two or more contractors is same, the L1 will be decided on lot basis
16. However Lowest prices received against BHEL Tenders may not be the technically acceptable one and in that case the same will be technically disqualified and will not be considered.
17. The above details shall be submitted in Letter Head by Quoting the Rate.
18. No other pre conditions along with your offer will be entertained by BHEL.

**Sanctity of L1 rate.**

During the course of finalization, if the prices offered by L1 Bidders are found to be unrealistic, unworkable with respect to

(I) BHEL's estimate,

(II) Price Index as published by Office of the Economic Adviser- Ministry of Commerce,

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III) Minimum wages and Additional wages as prescribed in the Tender schedule Including ESI, PF Bonus Etc.  
as Applicable.

(IV) General Market rate prevailing.

and also such act of the contractors appear to be intentionally done with a view to sabotage/vitiate BHEL Tendering process and force BHEL to refloat the Tender, then BHEL will exercise their right to reject the offer of / remove such L1 Bidders, application wise from the respective list of Contractors and finalize the Tender with other Contractors responded & place Contract accordingly. In such case, BHEL will also demand the break up cost element for such rates from the Contractor with appropriate documentary evidence and if not submitted it will be construed that they offered the rates with an ulterior motive to sabotage BHEL Tender process/ tamper Tendering procedure, affecting ordering process. In such cases, BHEL will exercise their right to take appropriate action in line with the procedure /guidelines on suspension of Business dealings with Suppliers/ Contractors. Hence the bidders are to exercise abundant care in submitting their offer with genuinity

**NOTES**

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. The rate quoted shall remain firm and valid for a period of two year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.
3. The signature at the bottom of the rate schedule confirms that minimum wages, additional wages, bonus, PF, ESI, inclusive of any taxes and duties levied and excluding Service Tax etc. has been considered by the tenderer for the total contract period while quoting the above rates and also for future revisions of wages made by Tamil Nadu Govt.
4. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted with inclusive of any taxes and duties levied and excluding Service Tax etc. has been considered by the tenderer for the total contract period while quoting the above rates.

Place:  
Date:

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**Part-II (PRICE BID)**

Sl. No.	Job Description	Approx. Qty for 2 years (a)	Rate per Qty. (₹/ Unit) ( In figure) (b)	Rate per Qty. (₹ / unit) ( In Words )	Total (₹) ( c=a*b)
<b>I. IBR Documentation - Boiler &amp; Valves</b>					
1	Receipt and maintenance of history cards & vendors certificates.	10000 PGMA's			
2	Scanning of history cards and e-storage	400000 pages.			
3	Boiler Data Book Preparation Form II,III,IV and drawing compilation ( 1 set - 2 copies)	70 sets.			
4	Preparation of FORM-II/IIIA/B/C/MISC. for Piping/Spares/Fittings and Data book for Headers/Water Pre-Heaters (1 set - 2 copies)	12000 sets			
5	Preparation of forwarding letters for IBR certificates/Inspection Reports (1 set – 3 copies)	9000 Letters			
6	Certificates data feeding in SAP	9000 certificates			
7	Document Movement for signature/ handing over (Signatories BHEL,IBR Authorities)	3500 Movement cycles			
8	Documentation for One Form III C Certificate (1set-2 copies)	60000 Form-III C Certificates			
<b>II. OTHERS - OLI &amp; ATP Documentation</b>					
9	Data entry for Customer Inspection call	25500 calls			
10	Data entry for Inspection report generation	25500 reports			
11	Program / program corrections	2000 Modules			
12	Preparation of one ATP Document Folder (5 Copies)	140 Folders			
<b>TOTAL CONTRACT VALUE ( Excluding taxes )</b>					₹
<b>Service Tax @ ..... %</b>					₹
<b>Total ( Inclusive of taxes )</b>					₹

Place:  
Date:

Signature of the Tenderer  
with seal & full address



# Bharat Heavy Electricals Limited

(High Pressure Boiler Plant) Tiruchirappalli - 620014

WORKS CONTRACTS MANAGEMENT

An ISO 9001  
Company.

<b>ENQUIRY - Corrigendum-1</b> <b>Dt : 01.08.2016</b>	Phone: +91 431 257 7054 / 5242 Email : <a href="mailto:sankars@bheltry.co.in">sankars@bheltry.co.in</a> Web : <a href="http://www.bhel.com">www.bhel.com</a>
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NIT No: <b>NIT_28636.</b> E Procure No: <b>2016_BHEL_132826_1</b>	Enquiry Number: <b>9241600128</b>	Enquiry Date: <b>23.07.2016</b>	Due date for submission of quotation : <b>18.08.2015</b>
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This is only a request for quotation and not for Order.

**Description:** Documentation work of IBR, Nuclear and other customer requirements at BHEL, Trichy for 2016-18

**Existing Tender schedule :** NIT document in page 2 of 3 "Instructions to the Tenderers"

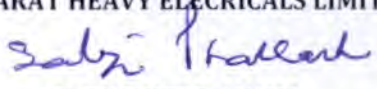
The covers should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 14:00 Hrs. on **23.07.2016** and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by 14:30 (IST) on 18.08.2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL is not responsible for any postal delay. Tender box is available in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

**Revised Tender schedule** NIT document in page 2 of 3 "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 10:00 Hrs. on **18.08.2016** 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 10:30 (IST) on 18.08.2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL is not responsible for any postal delay. Tender box is available in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

Time & Date for receipt and opening of bid is revised as per the details given below:-	
<b>Original Time &amp; Date</b>	<b>Revised Time &amp; Date</b>
Last Date/Time for receipt of Tender :- <b>18.08.2016/14:00 Hrs.</b>	Last Date/Time for receipt of Tender :- <b>18.08.2016/10:00Hrs.</b>
Last Date/Time for Opening of Tender :- <b>12.08.2015/14:30 Hrs.</b>	Last Date/Time for Opening of Tender :- <b>18.08.2016/10:30 AM.</b>

**NOTE: This corrigendum is an integral part of the tender** and Tenderers are requested to Sign & Stamp this corrigendum and enclose along with their bid. Bids received without this corrigendum duly signed are liable for rejection.

<b>All other terms and conditions remain unaltered.</b>	
Tender should reach us before 10:00 hours on the due date. Tender will be Opened at 10:30 hours on the due date. Tender may be opened in the presence of the Tenderers who have submitted their offers and who may willing to be present.	Yours Faithfully,  For <b>BHARAT HEAVY ELECTRICALS LIMITED</b>   <b>Sr.ENGINEER / WCM.</b> <b>BHEL, TRICHY-14</b>