



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

SCMC / MANUFACTURING

TITLE Tenders are invited from reputed contractors for providing assistance under works contract to carry out Non-core production support activities at Unit-I & Unit-II, BHEL, Trichirappalli-14	Phone: +91 431 2574695 / 2574552 Fax : +91 431 252 0333 Email : tse@bheltry.co.in , als@bheltry.co.in
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	Reference Number: Enquiry 851732	Enquiry Date: 10.12.2012	Due date for submission of quotation: 06.01.2013
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order			

Sealed Tenders are invited from reputed vendors for the following scope of work:

BHEL TRICHY invites tenders from reputed contractors for providing assistance under works contract to carry out production support activities for Boiler Production shop at Unit-I & Unit-II in BHEL, Trichirappalli

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "851732" Dt. 10.12.2012 Due Dt 06.01.2013 "	
Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For Bharat Heavy Electricals Limited SDGM/SCM/Mfg Bldg 53, BHEL, Tiruchirappalli-620014 Ph: 0431- 2574552, 0431-2574695 Email: als@bheltry.co.in



**Bharat
Heavy
Electricals
Limited**

HIGH PRESSURE BOILER PLANT

TIRUCHIRAPPALLI – 620 014. INDIA

DEPARTMENT:SUBCONTRACTING:MACHINING/MFG

PHONE : 0431-2574695, 2574552 WEB SITE: www.bhel.com

EMAIL: tsen@bheltry.co.in, & als@bheltry.co.in

Ref: SCM: TRY: Works Contract

**BHEL ENQUIRY NO.: 851732, DT. 10.12.2012
DUE ON : 06.01.2013 - 02.30 P.M**

Dear Sirs

SUB : Tenders are invited from reputed contractors for providing assistance under works contract to carry out production support activities in Unit-I & Unit-II, at BHEL, Trichirappalli complex.

The scope of work is to provide assistance to carry out the non-core production support activities which include Tube / Pipe end cleaning, Weld de-slagging, Job de-scaling, Weld reinforcement grinding, Manual movement of material, Job surface preparation before painting, Painting, Machine coolant tank cleaning, Machine cleaning, Water draining after hydro test, Tube / Pipe end capping and assisting material handling. These jobs are required to be carried out inside the BHEL Shop floors utilizing the contractor's assistance during day and night shifts enabling to match the requirements of production shops under works policy.

The Contractor shall carefully study all the terms and conditions as given below:

- 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) The period of Rate validity shall be clearly indicated as 12 months.
- 4) If the Contractor is not able to provide the sufficient service as indicated in the bid, the contractor is liable for forfeiture of the security deposit paid.
- 5) Detailed scope of work (**Refer Annexures A, B & C**), conditions covering the contract, contractual & legal obligations of The contractor, and general conditions of Job contracts are enclosed. (**Refer Annexures-I, II, III & Common conditions**)
- 6) As per BHEL circular BHE: HR:W:MW dt.16.08.2011, the following additional wages per month has to be paid over and above minimum wages declared by Tamilnadu Government to labours:
 - a) Unskilled : Rs.2000/-
 - b) Semi-skilled : Rs.2300/-
 - c) Skilled : Rs.2500/-
 - d) Bonus is to be paid as per Payment of Bonus Act 1965-I by tenderer.

The signature at the bottom of the rate schedule confirms that minimum wages, additional wages, bonus, PF, ESI etc. has been considered by the tenderer while quoting the above rates.

The committee members will consider **PRICE BID** only after evaluation of **TECHNICAL BID**.

Tender committee's decision is final and canvassing in any form/influencing the committee will be considered as a disqualification and such contractors will not be considered for future enquiry.

Tender consists of two parts:

- A) Technical (Scope) Bid:** The contractor has to submit/confirm the **Annexure-A (format attached)**.
- B) Price Bid:** The contractor shall quote the "RATE PER METRIC TON" Annexure-B (format attached).

Separate sealed covers shall be provided for i) Technical [scope] bid and ii) Price bids superscribing the BHEL Enquiry number, Enquiry date, Due date indicating the name of the bid clearly and put them in one cover with the prescribed superscription & should be addressed to

AGM/SCM/MFG, Building-53, BHEL, TRICHY-620014 on or before 06.1.2013 – 02.00PM : Technical Bid opening – 02.30 PM on the same day

Yours truly

SR.MANAGER/ SCM / MFG

ANNEXURE-I

Conditions covering the Contract:

- 01) The contractor should deposit a sum of Rs. 2,00,000 (Rupees Two Lakhs only) as EMD. EMD to be paid as DEMAND DRAFT. Offers will not be considered if EMD is not paid. EMD amount will be forfeited if tenderer withdraws his offer.
- 02) Power and material handling equipments, etc. will be supplied by BHEL.
- 03) The contractor should bring labour to BHEL premises at his own cost, risk and execute the work allotted to him in BHEL premises.
- 04) The contractor should follow and comply with ESI, PF, Group Insurance and other statutory regulations as stipulated in Factory's Act and other State, Central Governments' rules & regulations.
- 05) All safety equipments to be provided to the workmen. Safety rules & Regulations to be followed as per BHEL'S Safety rules & regulations.
- 06) BHEL 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 BHEL premises.
- 07) The contractor or his crew should handle the machinery and other equipments entrusted to them by BHEL 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.
- 08) BHEL, Tiruchy 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.
- 09) BHEL reserves the right to cancel and terminate the contract at any time without assigning any reason.
- 10) 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 and satisfactorily.
- 11) The proof of execution of work should be submitted along with each bill. (Printed form with covering letter and proof for execution of work along with attendance particulars).
- 12) The bill should be submitted within a week after execution of work during the calendar month @ one bill per month.
- 13) Necessary gate entry pass will be issued by BHEL Security Department on SCM/MFG recommendation for your crew and Security Rules are to be observed strictly by the contractor and their crew.
- 14) BHEL / Trichy reserves the right of awarding the contract for more than one contractor.
- 15) The following documents to be enclosed with the quotation.
 - i) DD for EMD
 - ii) Proof for PF & ESI
- 16) Tenderers shall sign each and every page of the tender documents and affix seal for having accepted the conditions.

ANNEXURE - II

Contractual and legal obligations of the Contractor on JOB CONTRACTS:

1. BHEL has the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

Towards selection, control and supervision of employeess:

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. There shall be no interference or intervention whatsoever by BHEL.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) 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 employees should possess requisite skill, proficiency, qualification, experience, etc.,
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.
- f) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- g) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- h) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- i) Contractor to **provide employment card / Identity card** with photograph duly verified and attested by the Contractor to his employees. Contractor to **indicate the name** of the proprietary / partnership firm / company, **place of work, contract number and duration of validity of card.**
- j) The contractor has to provide a **distinct uniform** different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

Towards statutory liability:

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act 1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act, Maternity benefit Act 1961, Equal remuneration Act 1976, ID Act 1947, I.E (standing orders) Act.1960 and all other applicable acts shall be complied with by the contractor,
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. Apart from the minimum wages, additional payment according to the nature of work viz. unskilled, semiskilled and skilled @ Rs.2000, Rs. 2300 and Rs. 2500 per month respectively to be paid for which the entitlement of PF, ESI & Bonus also to be complied with. These records need to be preserved for a period

of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

- d) Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges, etc., wherever applicable and shall maintain proper records. Contractor shall issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act, etc.,
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilised by BHEL to discharge the liability of the contractor.
- j) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- k) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- l) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.

Rights and obligations of BHEL:

- a) The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of his contract to the extent not terminated under the provisions of this clause.
- b) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

SPECIAL INSTRUCTIONS

- 1) BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders .
- 2) BHEL reserves the right to negotiate or refloat tender opened if 1) prices are not the lowest acceptable price to them inter alia other reasons.
- 3) BHEL may order on more than one vendor at the lowest acceptable price to bhel.
- 4) BHEL does not guarantee ordering of any minimum quantity
- 5) 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.
- 6) All the Statutory Obligations such as ESI, PF, Labour 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.
- 7) The Contract shall be governed by the Laws of Government of India in force and the Courts of the place from where the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

ANNEXURE - III

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION :

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

- a) The "Contract" means, the documents forming 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-Incharge 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 AGM / SCM / MFG to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM / SCM, 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 (FB) 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 recognised 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.

4. DEVIATIONS: The contractor shall carry out any Scope of work covered in Scope of work in Enquiry Sl. Nos.1 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. The Security Deposit rate will be as follows:-

- a) Upto Rs.10.00 lakh :: 10% of PO Value
- b) Above Rs.10.00 Lakh & Upto Rs.50 Lakh :: Rs. ONE LAKH + 7.5% of the amount exceeding Rs. 10.00 Lakh
- c) Above Rs.50.00 Lakh :: Rs.4.00 Lakh + 5% of the amount exceeding Rs.50.00 Lakh

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. The Security Deposit shall NOT carry Interest.

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 / Nationalized Banks.
- v) Insurance Guarantee issued by LIC or any of the four General Insurance Corporations.
- vi) Fixed Deposit Receipts issued by BHE Employees Co-op. Banks up to a maximum of Rs.10,000/- (Rupees Ten thousand only).
- vii) 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).
- viii) The Bank Guarantee shall be kept valid until the due date for refund of 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 realized by the sale of the securities or from the interest arising therefrom 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.

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

10. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.

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.

The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.

AGM / SCM / MFG 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.

11. LABOUR:- The Contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

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

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:-

The Contractor shall at his own expense reinstate and make good to the satisfaction of AGM/SCM/MFG 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.

14. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for the time being in force.

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

If the Contractor shall :-

(i) 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

(ii) 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

(iii) 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.

16. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT:-

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

If the Contractor,

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

OR

b) Being a Company, shall pass a resolution or 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 even of the cost of the work so done (as certified by AGM/SCM) 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 AGM/SCM or the same shall be recovered from the Contractor by other means.

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

17. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/SCM 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 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 AGM/SCM/MFG 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 AGM / SCM / MFG 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 AGM / SCM / MFG whose decision shall be final and conclusive.

18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR.

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

19. SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out AGM/SCM/MFG shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

20. SUBMISSION OF BILLS BY CONTRACTOR :- 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 AGM/SCM/MFG separately details of his claims for the work done by him upto and including the previous month which are not covered by his 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 upto and including the period under report.

21. PAYMENT OF BILLS :- 100% Payment to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by Manager / SCM / ADMN.

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

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

24. REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 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".

25. FORCE MAJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor 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/FB subject to prompt notification by the contractor.

26. ARBITRATION :- All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/SCM/MFG 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.

27. 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 authorized to do so, shall accompany the contract. .

Service Tax is applicable at actual as extra.

ANNEXURE -A

VENDOR EVALUATION

A) Technical / Scope Bid:

SI No	Documents to be Provided (Enclosed)	YES	NO
1	Rate to be quoted in Rs per MT		
2	No of Labours can be arranged for this contract {--labours/Day } (to be filled by vendor)		
3	Documentary Evidence for execution of job earlier at BHEL / any other Organisation for a value of Rs 25 lakhs (Document to be attached)		
4	PF No & Date (Document to be attached)		
5	ESI No & Date (Document to be attached)		
6	Service Tax certificate (Document to be attached)		
7	EMD for Rs 2 Lakhs (Document to be attached)		
8	Rate validity shall be for one year from the date of ordering		
9	Workmen should attend in both Morning & Night Shift (I st & II nd Shift)		
10	For supervising the work one Supervisor should be posted for every 20 workmen		
11	Supervisors should be available for Night shift also		
12	Supervisor should monitor the work assigned and output of the contract labour		
13	Workmen should not be frequently changed		
14	Workmen should be knowledgeable in Grinding, Painting, Deburring, Machine cleaning, Material handling, hand tools usage and machine handling etc		
15	Workmen should wear in Maroon colour dress (uniform) and safety Boots in work place		
16	Confirmation to SCOPE OF Work, Conditions Covering the Contract & Special instructions		
17	Audited Profit & Loss and Balance Sheet / Income tax return with supporting documents for the last two years		
18	PAN CARD copy		

B) Item Description

SI No	DESCRIPTION	Qty in MT (Approx)	Rate/MT Quoted	
			YES	NO
1	PRODUCTION SUPPORTING SERVICES at BHEL, Trichy (Unit- I & II)	1,17,016		

No. of labours that the firm could arrange per day- Should be filled by the contractor in SI no. 2 of Table 'A' above.

Vendor's Signature

ANNEXURE -B

PRICE BID FORMAT

SI No	DESCRIPTION	Qty in MT (Approx)	Rate/MT
1	PRODUCTION SUPPORTING SERVICES at BHEL, Trichy (Unit- I & II)	1,17,016	

Service Tax is applicable at actual as extra

Vendor's Signature

ANNEXURE - C

SCOPE OF PROVIDING MANPOWER

1. Workmen should be knowledgeable and have at least 8th standard (academic) qualifications.
2. Workmen should have the age between 18 and 45 years.
3. Workmen should physically & mentally fit for industrial work.
4. Workmen should attend shifts as follows
 - 1 st shift (Time) 08-30 Hrs to 17-00 Hrs
 - 2 nd shift (Time) 17-00 Hrs to 01.30 Hrs.
5. For supervising the work one supervisor should be posted for every 20 workmen.
6. Supervisors should be available for Night shift also. Supervisor should monitor the work assigned and output of the contract labour.
7. Work shall be assigned to the workmen through the supervisor only and it is the responsibility of contract supervisor to complete the Assigned Work. On completion of the assigned work, the supervisor should report to the concerned Bay Engineer of BHEL Production shops. No deviation in this Clause is permitted.
8. Workmen should not be frequently changed
9. Workmen should be knowledgeable in grinding, Surface Preparation, Painting, de-burring, machine cleaning, Material handling, hand tools usage and machine handling.
10. Workmen should wear **Maroon color dress** (uniform) and **safety Boots** in work place.
11. Based on the availability and output only, Certification will be issued for the work completed.
12. Strength of manpower for day and night shift should be as demanded.
13. Number of man power required per Day

Quarter	TOTAL MAN POWER	UNIT-1		UNIT-2	
		1st SHIFT	2nd SHIFT	1st SHIFT	2nd SHIFT
1	420	200	80	80	60
2	450	210	90	90	60
3	470	250	100	70	50
4	535	280	120	75	60

14. LOAD DISTRIBUTION:-

- i) LOAD WILL BE DISTRIBUTED AMONG QUALIFIED VENDORS.
- ii) MAXIMUM LOAD FOR L1 VENDOR WILL BE HIGHER THAN THE VENDORS WHO HAVE ACCEPTED THE COUNTER OFFERED L1 RATE .THIS SHALL BE DECIDED ONLY AFTER THE OUTCOME OF COUNTEROFFERING THE L1 RATE TO OTHER VENDORS.
- iii) H1 & H2 VENDORS WILL NOT BE CONSIDERED FOR COUNTER OFFERING.

Common Terms and Conditions for Works Contract

relevant to Safety

- ▶ 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.
- ▶ 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.
- ▶ 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.
- ▶ Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- ▶ 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.
- ▶ 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.
- ▶ 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.
- ▶ Smoking is not allowed in work area.
- ▶ BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- ▶ It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
- ▶ 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.

- ▶ Examples of operations that require a Permit to Work may include but are not limited to :

- ❖ Hot Work
- ❖ Excavation and Trenching
- ❖ Confined Space Entry
- ❖ Electrical Work
- ❖ Working on Elevated Heights
- ❖ Pipeline work
- ❖ Roof Work
- ❖ Radiography

- ▶ Fall protection equipment should be worn when working 2 meters or more above an established working surface.

- The minimum requirements for fall protection should be a full body harness, shock absorber, double locking snap hooks, and lanyard attached to a stationary support. Other fall protection systems (Roof top walk ladder, Duct ladder and safety Net) can be used with prior approval of the Safety dept. for the BHEL facility.

▶ **HAND TOOLS**

- Proper hand tools should always be used for the job
- Hand tools shall be kept in good condition. Hammer and chisel heads, hammer handles, pipe wrench jaws and cutting edges should be regularly inspected.
- Defective tools should be immediately removed from service and repaired or replaced.

▶ **POWER TOOLS**

- Power tools should be kept in good working condition.
- Grinding wheels should be properly rated for the speed of the grinder, with guards in place without modification.
- Power hand tools and extension cords must be in good working condition and have proper grounding.
- Contractor should not take power connection on their own from the electrical panel board without permission from the Electrical Dept. Temporary wiring and faulty equipment should not be used.

- ▶ **Lockout/Tagout** : Lockout/Tagout should be used to secure all power sources when performing maintenance or service on equipment. Types of energy include: electrical, pneumatic, hydraulic, thermal, chemical and all forms of potential stored energy.
- ▶ **Forklifts**
 - Operators should be certified to operate forklifts and heavy equipment.
 - Riders are not permitted.
 - Forklifts must be equipped with a backup alarm.
 - When unattended, forks shall be fully lowered, power shall be shut off, keys removed, brakes set and wheels chocked if necessary.
- ▶ **Cranes & Sling Safety:** Only trained certified operators and riggers are allowed to conduct lifting and hoisting operations with cranes. The use of a crane to hoist employees onto a personnel platform is strictly prohibited.
- ▶ **Suspended Loads:** A safe distance must be maintained when a load is suspended in the air.
- ▶ Employees shall not go between the suspended load and other objects where they may be trapped or crushed.
- ▶ **Cranes and Sling Ratings:** Proper inspection and determination of the load rating shall be conducted prior to use.
- ▶ Non-conducting Tag Lines should be used to control a suspended load.

Biometric Entry/Exit System for Contract Workmen :

- ✓ The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
 - ✓ The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for a period of ten days.
 - ✓ The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
 - ✓ 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.
-

- ✓ The contractor should educate the contract workmen in registering the attendance through the system.
- ✓ 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.
- ✓ 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.
- ✓ 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.
- ✓ 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/-.
- ✓ The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- ✓ The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

FINANCE TERMS AND CONDITIONS

1. Earnest Money Deposit & Security Deposit will be as per the Tendor Conditions

1.1 Earnest Money deposit is to be paid by each tenderer to ensure that the tenderer does not refuse To execute the work after it is awarded to them.

The rate of earnest Money deposit shall be as under.

Works Costing Upto Rs.2 Lakhs :Nil

Works Costing more than 2 lakhs Upto Rs. 5 Lakhs :Rs. 10,000

Works Costing more than 5 lakhs Upto Rs.10 Lakhs :Rs. 20,000

Works Costing more than 10 lakhs Upto Rs.20 Lakhs :Rs. 40,000

Works Costing more than 20 lakhs Upto Rs.30 Lakhs :Rs. 60,000

Works Costing more than 30 lakhs Upto Rs.50 Lakhs :Rs. 1,00,000

Works Costing more than 50 lakhs Upto Rs.100 Lakhs :Rs. 1,50,000

Works Costing More Than Rs. 100 Lakhs :Rs. 2,00,000

2.0 Security Deposit :

2.1 Security Deposit should be collected from the successful tenderer. The rate of

Security Deposit will be as below :

- ❖ Up to Rs. 10 lakhs: 10%
- ❖ Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
- ❖ Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

The security Deposit should be collected before start of the work by the contractor.

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

- Cash (as permissible under the Income Tax Act)
- Pay Order, Demand Draft in favour of BHEL
- Local cheques of scheduled banks, subject to realization.
- Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined
- in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions
- as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- Security deposit can also be recovered at the rate of 10% from the running bills.
- However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- EMD of the successful tenderer can be converted and adjusted against the security deposit.
- The security deposit shall not carry any interest.

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

2.3 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

3.0 Income Tax :

3.1 Income tax shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:

3.2 Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.

3.3 TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept , 31st Dec. and 31st March during the following quarter.

4.0 Service Tax :

4.1 Wherever service tax is liable to be paid by the contractor, the contractor shall register himself under the Service Tax Rules and a copy of Certificate of Registration shall be furnished to Accounts Dept.

4.2 After registration, the payment of Service Tax shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The Service Tax Return also shall be submitted to the Government before the due date.

4.3 The invoice/bill in original duly signed by the contractor claiming the payment for Service Tax shall clearly indicate the following:

- 1) Continuous Serial no & date of the bill
- 2) Cost of the service
- 3) Separately showing the Service Tax amount calculated at the applicable rate
- 4) Separately showing the Cess on Service Tax amount.
- 5) PAN based Service Tax Registration No.

4.4 The service tax claimed in the bill will be paid to the contractor based on the proof of payment of service tax to the Central Government for the previous month/quarter as the case may be.

5.0 Cenvat :

5.1 Wherever the contractor claims payment for the supply of materials used in the service, "Duplicate for Transporter" copy in original clearly depicting the Cenvat paid apart from the original invoice is required to be submitted to BHEL for the purpose of availing the Cenvat Credit.

6.0 Value Added Tax (VAT) :

6.1 Wherever the service includes the supply of materials and claim is made for the payment of VAT, the original invoice duly signed by the contractor clearly indicating the cost of materials, rate of VAT, VAT amount, TIN no. is to be submitted for payment and availing the VAT credit.