An ISO 9001 Company

Bharat Heavy Electricals Limited

(Seamless Steel Tube Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CONTRACTS DEPARTMENT / MATERIALS MANAGEMENT

TITLE **Handling of billet for Gas cutting at Hot Mill gas cutting machine**	Phone: +91 431 2578426/2578502 Fax : +91 431 2520464 Email : barathiar@bheltry.co.in

	Reference Number: **Enquiry SSTP:CONT:OT:001/13-14E**	**Enquiry Date:** **19.08.2013**	**Due date for submission of quotation: 12.09.2013**
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			

BHEL/Trichy is looking for empanelment of new vendors for "Handling of billet for Gas cutting at Hot Mill gas cutting machine "

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) Bharath Heavy Electricals Limited) under enquiry reference "SS TP:CONT:OT:001/13-14E "	
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 **Bharath Heavy Electricals Limited** Manager / Contracts

Bharat Heavy Electricals Limited

[A Government of India Undertaking]

Seamless Steel Tube Plant,
Tiruchirapalli - 620 014, INDIA

Phone : (0431)-2578426
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E-Mail : barathiar@bheltry.co.in

Contracts/Materials Management

AN ISO 9001 COMPANY

SSTP:OT:001/13-14E **Dt:19/08/2013**

To

Dear Sir,

Sub: Inviting Open Tender in Two Parts (Techno Commercial & Price Bids) for "Handling of Billet for Gas cutting at Hot Mill Gas cutting machine".

Please submit your competitive offer for the above subject "Handling of Billet for Gas cutting at Hot Mill Gas cutting machine" in Hot mill SSTP/BHEL as per the conditions given in the WORK/RATE SCHEDULE and Terms & Conditions enclosed along with this tender.

01. Nature of Work	: As per enclosed "WORK/RATE SCHEDULE"
02. Duration of the contract	: One year from the date of award of Contract.
03. Last date for receipt of tender	:14**.00 P.M. on 12.09.2013**
04. Date/time of opening of Techno Commercial bid	:**15.00 P.M. on 12.09.2013**
05. Date/time of price bid	: Only the price bids of the technically qualified tenderers will be opened. The date / time of opening of price bid will be informed to the qualified tenderers separately by BHEL.
06. Validity of this offer	:90 Days from the date of opening of tender
07. EMD	: **Rs. 1,00,000/-** (Rupees One Lakh only). Demand Draft for this sum should be drawn in favour of Bharat Heavy Electricals Limited, Trich-14 (Payable at Trichy).

TENDERS WITHOUT EMD WILL BE SUMMARILY REJECTED.

Thanking you,

for Bharat Heavy Electricals Ltd.

(C.SubramaniaBarathiar)
Manager / Contracts
SSTP/BHEL
Tiruverumbur, Trichy-620014

Note: The tender shall be addressed to the below address.
Manager / Contracts,
Purchase Department,
SSTP/BHEL ,
Trichy-620014.

Annexure - A

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

Rate Schedule

Sl.No	Description of Work	Unit	QTY	Rate/Unit	Amount
01	ASSIST THE OPERATOR IN BILLET MARKING, STENCILING MELT NUMBER & LENGTH ON BILLET SURFACE, FLAME SETTING,NOZZLE ADJUSTMENT & SLAG REMOVAL AT GAS CUTTING MACHINE-I	Nos	1,00,000		
02	ASSIST THE OPERATOR IN BILLET MARKING, STENCILING MELT NUMBER & LENGTH ON BILLET SURFACE, FLAME SETTING, NOZZLE ADJUSTMENT & SLAG REMOVAL AT GAS CUTTING MACHINE-II	Nos	1,00,000		
03	ASSIST THE OPERATOR IN BILLET MARKING, STENCILING MELT NUMBER & LENGTH ON BILLET SURFACE, FLAME SETTING, NOZZLE ADJUSTMENT & SLAG REMOVAL AT GAS CUTTING MACHINEIII	Nos	1,00,000		

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Annexure – B

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

SCOPE OF WORK FOR HANDLING OF BILLET FOR GAS CUTTING AT HOT MILL GAS CUTTING MACHINE.

1. The contract is meant for assisting the operator in gas cutting of billets, which includes
   a) marking of billet length on the blooms,
   b) stencilling the melt number & length on billets/cut billets to be cut,
   c) flame setting in the gas cutting machine,
   d) nozzle changing,
   e) removal of slag at billet gas cut ends,
   f) unloading of the scrap & cut billets from the bin boxes,
   g) unloading of the slag
   h) Positioning of empty bin box in the respective places, etc. as per HMP demands.

Normally all the billets which were cut at the gas cutting machine will be charged directly to RHF through conveyors. But, when the mill is not running or for any other operational requirement, the following activities are to be carried out.

   i) collecting billets from gas cutting machine & making lot with 15 Nos. of billets,
   j) stacking the lots at AB bay,
   k) moving the stacked billets to RHF charging table,
   l) Charging the billets to RHF charging conveyor.

2. To carry out the above mentioned works**,** one ITI qualified gas cutter or welder and two helpers are to be engaged for each machine per shift. Therefore, three gas cutters or welders and 6 helpers are to be engaged in three gas cutting machines in one shift. (Totally nine ITI qualified gas cutters or welders and 18 helpers are to be engaged for 3 shifts.). Work is tobe continued during lunch/tea time by the manipulation available shift manpower. Man power is to be arranged shift wise and the same person should not be engaged for the next shift. **The proof of ITI qualification should be produced for the gas cutters or welders before the commencement of work. The contractors should give the acceptance for the same.**
3. Work has to be carried out in three shifts as A - 06.00 to 14.00 Hours, B - 14.00 to 22.00 Hours &C - 22.00 to 06.00 Hours. One project coordinator should be available in General shift (8.00 -16.30 Hrs) to cater the needs of Hot Mill production.
4. Straightness of Gas cutting surface and Length of cut billets must be ensured.
5. Length, Grade, Melt Number to be written in scrap pieces.
6. Cut billets should be segregated as per instruction by the shiftincharge.
7. All cut pieces are to be taken out and stocked if the mill is not running and charging is to be done as and when required.
8. Contractor should be ready to do the partial quantum of work pending in the month. Back log if any, is to be completed in the next week along with the regular schedule.
9. Any other related jobs of this nature which may come from time to time also to be carried out by the contractor as instructed by shop in-charge concerned.

10. Contractor must be willing to work at any time including Sundays and Holidays. For which advance intimation will be given one day prior to Holiday / Sunday.
11. Contractor should provide relevant hand tools and tackles including sufficient numbers of commander torches, cells etc., to their labourers for doing work continuously.
12. Remove all wastes /debris from the working spot and Clean the surrounding make it neat.
13. All generated scraps and slag is to be removed from the work place and moved to the identified location within SSTP.
14. Services of 10T EOT CRANE can be availed from BHEL/SSTP
15. Contractor has to visit the site, inspect the place of work and meet the shop in-charge in person for better understanding of the job before submitting the offer.
16. All the safety precautions are to be strictly adhered to by the contractors working group. Relevant safety equipments are to be provided by the contractor right from start to finish.
17. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
18. The Contractor shall comply with the provisions of the following acts and regulation: Minimum wages act of Government of Tamil Nadu, Contract Labour (Regulation and Abolition) Act 1970 and Tamil Nadu Contract Labour Rules 1975. Provident Fund and misc. provisions Act 1952. Employees State Insurance act 1948.
19. The completion / finishing of the work will be certified by the officials of the Execution & the same should be submitted within 15 days from the completion of the work support by the inspection report in triplicate.
20. Time period: The contract will be awarded for a period of 12 months from the date of work.

Annexure - C

"TECHNO COMMERCIAL BID"

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

1. SUBMISSION OF TENDER

1.1 This Tender is subject to 1.Special Conditions, 2.Welfare conditions, 3.Safety Conditions, 4.General Terms & Conditions, which are enclosed along with this tender.

1.2 Tenderer should furnish all the Technical Details asked in the "TECHNO COMMERCIAL BID" and submit along with necessary supporting documents.

1.3 The above documents as given in 1.1 & 1.2 shall be duly signed and stamped in all pages and placed in a common sealed cover specifying the Tender No.& Date and Due Date and duly **superscripting the cover "TECHNO COMMERCIAL BID"** and submitted.

1.4 Tenderer should furnish the RATE in the enclosed tender "WORK / RATE SCHEDULE" duly signed and stamped in all pages and placed in a separate sealed cover specifying the Tender No.& Date and Due Date and duly **superscripting the cover "PRICE BID"** and submitted.

1.5 The Demand Draft towards **EMD** should be submitted in a separate sealed cover specifying the Tender No.& Date and Due Date duly **superscripting the cover "EMD".**

1.6 Totally there will be 3 Separate covers. One cover for Techno Commercial Bid, One cover for Price Bid and one cover for EMD.

1.7 All the above 3 covers should be placed in a common sealed cover and submitted before the said due date as given above **superscripting the Tender No.& Date and Due Date.**

1.8 Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted.

1.9 BELATED and incomplete offers will become liable for rejection.\

1.10 Submission of tenders by electronic media established by BHEL 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.

2. **BHEL reserves the right to resort for a REVERSE AUCTION (RA), i.e. ON-LINE BIDDING THROUGH INTERNET,** instead of opening the sealed Price Bid submitted earlier, which shall be decided after Technical evaluation.

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4. VALIDITY OF THE OFFER

4.1 The rates quoted shall be valid for acceptance for a minimum period of 90 days from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period shall entail forfeiture of EMD paid.

5. DURATION OF THE CONTRACT

5.1 The duration of this Rate Contract is One year from the date of award of Work and the Rates shall be kept firm throughout the Contract period.

6. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

6.1 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).

6.2 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**

6.3 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.

6.4 Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.

6.5 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.

6.6 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 attested by a Notary Public must accompany the tender.

6.7 If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender then, BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.

6.8 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

6.9 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.

6.10 If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the E M D Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.

6.11 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.

6.12 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

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Annexure – D

"TECHNO COMMERCIAL BID"

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

07. ELIGIBILITY CRITERIA

SL No	Description	Details to be furnished by the Tenderer
07.1	EMD	DD No. …….. DD Date……. Name of the Bank…….. …… Branch where DD is drawn .. ……
07.2	Documentary proof for Registration of the Establishment such as Certification of Incorporation of the company / Memorandum of the Articles of the Company / Valid Registered Partnership Deed and Power Of Attorney etc., as applicable.	Certification Ref No:…….. …… Date: ……..
07.3	Copy of Income Tax Clearance Certificate / SARAL or proof having submitted the returns for Last Three assessment years.	Please tick. ( ) Enclosed ( ) Not enclosed
07.4	Documents to prove financial soundness of the company for last three Years: Profit and Loss Account Statement and Balance Sheet or Annual Report.	P&L Account for the Year of …….
		Balance Sheet / Annual Report for the Year of ……. ……. …….
07.5	Branch /Sister division List Please tick.	( ) Enclosed ( ) Not enclosed
07.6	Contractor should mention the previous experience in similar activities on company wise and certificate / work order / purchase order / work completion certificate should be attached in **"TECHNO COMMERCIAL BID".** ***Kindly attached relevant certificate, otherwise your offer will be liable for rejection.***	Please tick ( ) enclosed ( ) Not enclosed

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Annexure - E

"TECHNO COMMERCIAL BID"

1. SPECIAL CONDITIONS.

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

01. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.

02. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.

03. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.

04. In case, if negotiation found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.

05. BHEL reserves the right to negotiate or refloat the tender opened if, the price is not the lowest acceptable price to them inter-alia other reasons.

06. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who havenot been contacted or responded against this tender.

07. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.

08. In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension /foreclosure / termination of the contract.

09. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor. The contract may be awarded to one or more contractors, either in full or part.

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Annexure – F

"TECHNO COMMERCIAL BID"

2.CONDITIONS RELATED TO THE WELFARE OF LABOURS.

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

01 The Minimum Wages as prescribed by the State Government / Central government / BHELmanagement from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

02. If the Contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.

03. He has to have his own PF and ESI Codes and comply with the relevant Acts.

04. 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 for each employee.

05. 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.

06. 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.

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Annexure – G

"TECHNO COMMERCIAL BID"

3.SAFETY CONDITIONS

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

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.

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 stackd 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 opthalmologist.

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.

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Annexure – H

4.GENERAL CONDITIONS OF CONTRACT

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

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/MM., to supervise the work or part of the work.

(e) **"Approved" and "Directed"** means, the approval or direction of AGM/MM.,, or person deputed by him for the particular purposes.

(f) BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/MM 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, materials, tools, plant, equipment and transport 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 not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/MM.,. No such work shall be valid unlessthe same has been specifically confirmed and accepted by BHEL in writing and incorporated in theContract.

5. OCTROI AND OTHER DUTIES:-All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

6. PLANT AND EQUIPMENT:-The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

7. 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.

SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .

8. COMPLIANCE TO REGULATIONS AND BY-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 statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

9. SECURITY DEPOSIT:-
Vendors are to remit Security Deposit after receipt of LOI/Contract within 15 days without fail. The details are given below:

Total Contract Value	Security Deposit
Upto Rs.10 lakhs	10 % of the Total contract Value
Above Rs.10 lakhs upto 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 `.50 lakhs

Mode of Remittance of Security Deposit

The security Deposit should be collected before start of the work by the Vendors. Security Deposit may be furnished in any one of the following forms:-

(a) Cash (as permissible under the Income Tax Act)
(b) Pay Order, Demand Draft in favour of BHEL.
(c) Local cheques of scheduled banks, subject to realization.
(d) Securities available from Post Offices such as National Savings Certificates, KisanVikas 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).
(e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value.
(f) The balance 50% has to be remitted either by cash or in the other form of security.
(g) The Bank Guarantee format should have the approval of BHEL.
(h) 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.
(i) 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.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be 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. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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 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.

10. REFUND OF SECURITY DEPOSIT:-The Security Deposit mentioned 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".

11. ORDERS UNDER THE CONTRACT:-All orders, notices etc. to be given under the contract shall be in writing, type-script 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 without delay all orders given to him.

12. CONTRACTOR'S SUPERVISION:-The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/HMM., to act in his stead. 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, either the office of the SM/HMP, or the OFFICER-INCHARGE, to receive instructions.

AGM/MM shall have full powers and without assigning any reason, to request 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.

13. 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, there under from time to time.

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.

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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 AGM/MM., 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, the 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 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 extend as provided in the case of cancellation for default.

If the Contractor shall :-

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

OR

(b) enter in to 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) 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 SUB-LETTING 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, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

(d) Whenever BHEL exercise the authority to cancel the contract under this 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 SM/HMP which is final and conclusive) being less than the contract cost, the advantage shall accrue to the 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/MM., or the same shall be recovered from the Contractor by other means.

(e) In case the 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 the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/MM., whose decision shall be final and conclusive.

19. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'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/MM, or his authorised representative ;

(b) fails to comply with any of the Terms and 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 exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by AGM/MM., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/HM or the same shall be recovered from the Contractor by other means. In case the 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 the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/MM., 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 AGM/MM., 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 fore-closing of the work.

22. **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 the SM/6CMP., 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.

23. **PAYMENT OF BILLS:-**All payments to be made to the Contractor, under this contract shall be by RTGS (E-payment), we request you to fill up the format attached and get it endorsed by your banker and submit to us as to release the payment thro RTGS.

24. **RECOVERY FROM CONTRACTOR:-**Whenever under the contract, any sum of money,shall be recoverable from or payable by the Contractors, 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. **FORCE MEJEURE 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, Earth Quake 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.

27. **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/MM., 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 Officers 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.

28. **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 persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. **STATUTORY REQUIREMENTS**:

(a) All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act 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 indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

(d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

(d) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

30. **REGISTERS & RECORDS:-**The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

31. **REMOTE TRANSACTIONS:-**The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

32. **CHANGE IN CONSTITUTION OF FIRM:-**Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

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Annexure-I

TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

1. This Tender is floated on TWO–BID System.

   1. Tenderers are requested to submit their Offers in TWO-BID basis, viz.,

      a) Part I …….. Technical and Un-Priced Commercial Bid
      b) Part II …….. Price Bid

   2 Both the above Bids are to be submitted before 14.00 hours (Indian Time) on Tender Due Date, as detailed under Point 3.

2. Above Bids are to be submitted in sealed-covers as detailed below :

   a. Technical and Un-Priced Commercial Bid :

   1. Shall contain complete Scope of Supply with all Technical details, Specifications, Delivery and other Commercial Terms and Conditions.

   2. Shall contain all Commercial Conditions, like Payment Terms, Delivery Terms, Taxes, Duties, Delivery Schedule, Offer Validity and EMD details.

   3. Price columns are to be filled-in only as 'QUOTED' ::

Enq. Sl.No.	BHEL Description of work.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
..	..	..	**QUOTED**	**QUOTED**

   4. Shall contain Point-wise confirmation for all Enquiry Clause Nos., TDC Clause Nos., and other attachments, if any.

   5. If any deviation is taken, Technical or Commercial points, the same shall be clearly highlighted in the Offer with Enquiry Clause No(s). and its attachments. Otherwise, it shall be construed by BHEL that the Tenderer is complying with all Enquiry Clauses in full.

   6. Any request for modification/change of Technical / Commercial points shall be entertained only before they are frozen..

b. Price Bid :

1. Shall contain following details **only** ::

Enq. Sl.No.	BHEL Description of Work.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.

2. Wherever required / possible, Break-up-Price details are to be furnished.
3. This Bid shall NOT contain any Technical and/or Commercial Conditions. (If indicated, such terms shall not be taken into consideration).

3. **Details for submitting the Offer :**

1. ***Cover No.1 – Technical and Un-Priced Commercial Bid :***

a. Put the Technical & Un-Priced Commercial Bid inside Cover No.1 seal it.

b. Mark Cover No.1 as:
"Part-I -- TECHNICAL AND UN-PRICED COMMERCIAL BID"
with
Tender No., Tender Date, Tender Due date, Address of Tenderer..

2. ***Cover No.2 --Price Bid :***

1. Put the Price Bid inside Cover No.2 and seal it.

2. Mark Cover No.2 as :
"Part-II - PRICE BID"
with
Tender No., Tender Date, Tender Due date, Address of Tenderer..

3. ***Cover No.3 -- EMD***

1. Put the DD towards EMD inside Cover No.3 and seal it.

2. Mark Cover No.3 as:
"EMD"
with
Tender No., Tender Date, Tender Due date, Address of Tenderer..

4. ***Cover No.4 --Techno-Commercial Bid & Price Bid :***

1. Put Cover No. 1,2 and 3 inside Cover No.4 and seal it.

2. Mark Cover No.4, with

Tender No., Tender Date, Tender Due date, Address of Tenderer

3. Address the Cover No.4, **To**

The Manager,
Contracts,
Purchase Department,
SSTP / BHEL
Tiruchirapalli-620014,
INDIA.

4. **Tender Opening :**

1. On the Tender Due Date, Technical and Un-Priced Commercial Bid shall alone be opened, in presence of Responded Tenderers / their Authorized Representative, who may like to be present for Tender opening..
2. Clarifications / Confirmations, if any, required by BHEL for Technical / Commercial evaluation , shall be sought from Bidders before opening the Price Bid.
3. Price Bid of Technically suitable Bidders alone would be opened, on a pre-determined date, in presence of the Responded Tenderers / their Authorized Representative, who may like to be present for such opening.

5. **General :**

1. Incomplete Offers shall be liable for rejection.

2. **EMD :** EMD (**Earnest Money Deposit)** for a value of Rs.1,00,000/-, in the form of Demand Draft in favour of "**BHEL Trichy**", shall be enclosed along with the **Part-I -- TECHNICAL AND UN-PRICED COMMERCIAL BID**. **Offer without EMD is liable for Rejection.** EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The Security Deposit shall be collected before start of the Work..**The security deposit shall not carry any interest.**

3. Fixed Price :

Bidder shall quote only Fixed Rate/Price and not subject to any scalation whatsoever during the period of Bid Validity and execution of Purchase Order. Any Bid with adjustable or price variation clause shall be treated as 'Non-Responsive'and liable for rejection. Prices shall be written both in numbers and words. In the event of any difference, the price in words shall be valid and binding. Unit Rate shall only be considered as correct and valid, which shall be taken for further consideration.

4. Taxes and Duties :

Service tax / works contract taxes/ VAT if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be considered as 'all inclusive'.

Offer shall carry clear details of Tariff Heading No. and applicable Rates.

5. Validity :

Offer shall be kept valid for acceptance for a period of 60 days (sixty days) from the date of opening of the Technical & Un-Priced Bid.

6. Terms of Payment :

   Payment will be effected for 90% after successful completion of the subject work on pro rata basis and 10% will be with held towards balance 50 % of security deposit. Security deposit will be refundable after 30 days of work completion after recovery if any

7. Liquidated Damages, Risk Purchase and Warranty :

   (Ref : Clause Nos. 19 of Annexure H, General Conditions of Contract.)

8. Evaluation of the Offers shall be on the basis of 'To-Door Cost at SSTP' (NET Cash outflow to BHEL)

9. BHEL reserves the right to ordering on Public Sector Enterprises under Price-Preference facilities as admissible in the existing policy.

10. BHEL reserves the right to reject any Tender due to unsatisfactory past performance in the execution of a Contract.

11. **BHEL reserves the right to resort for a REVERSE AUCTION (RA), i.e. ON-LINE BIDDING THROUGH INTERNET,** instead of opening the sealed Price Bid submitted earlier, which shall be decided after Technical evaluation. To enable REVERSE AUCTION (RA) bidders should have a valid e-mail ID and mobile number and the same should be furnished on demand.

12. **In case BHEL decides NOT to resort for RA, Price Bids and Price-Impacts, if any, already submitted by Bidder and available with BHEL, shall be opened, as detailed under Point 4 above.**

13. **Information and General Terms and Conditions governing RA, are detailed below:**

    1. Technically and Commercially acceptable Bidders shall only be eligible to participate in the RA.

    2. BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.

    3. Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.

    4. RA Business Rules, like Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.

    5. Vendors have to FAX the Compliance Form in the prescribed format (to be furnished by the Service Provider), before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.

    6. BHEL shall provide the calculation sheet (eg., EXCELL sheet) through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight …..

Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.

7. RA shall be conducted on a pre-determined Date and Time.
8. At the end of RA, the lowest Bid Value will be known on the Network.
9. Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
10. Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical to the Tender process and will invite dis-qualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

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TENDER No. SSTP:OT:001/13-14E Dt. 19.08.2013

Annexure – J

SPECIAL TERMS AND CONDITIONS OF ENQUIRY

1. The Contractor shall comply with the provisions of the following acts and regulations: 1) Minimum wages act of Government of Tamil Nadu. 2) Contract Labour (Regulation and Abolition) Act 1970 and Tamil NaduContract Labour Rules 1975. 3) Provident Fund and misc. provisions Act 1952. 4) Employees StateInsurance act 1948.

2. The Contractor shall provide all safety devices and personal protective equipment to their workmen at yourcost and shall ensure that his workmen wear / use such devices or equipment provided to them while doingthe work and there should not be any relaxation on this.

3. **REFUND OF SECURITY DEPOSIT :**The Security Deposit mentioned above may be refunded to theContractor, after 30 days of work completion / Guarantee period If any. For that Contractor shall submit aclaim letter stating the balance SD amount to be received, along with "NO DUE CERTIFICATE" duly signedby area Executive / officer.

4. The contractor should maintain a 'Work Diary containing the details of work executed by him from time totime on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose forhaving executed the work correctly and satisfactorily.

5. E – PAYMENT : With the advent of electronic mode of funds transfer for effecting payments, we request youto fill up the format attached and get it endorsed by your banker and submit to us as to release the paymentthro RTGS.

6. The Contractor employing 20 or more workmen is required to obtain license from the authorities (TheDeputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The licenseshall be amended and / or renewed wherever, there is an increase in the workmen employed by him or inthe event of contract being extended or renewed. The Contractor shall inform the license number to theBHEL Management before taking up the work.

7. NOTICES OF ACIDENTS
   In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

8. The contractor shall get the contract labour engaged by them insured under workmen's compensation policyfrom General Insurance Corporation of India before actually starting the work of contract. The InsuranceCoverage should be for the entire period of contract. The contractor shall comply with the provisions of theWorkmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

9. PAINTING :Unmachined surface are to be painted with one coat of Zinc Chromate red oxide correspondingto IS 2074 and work order no is to be stenciled on it.

10. Working above 3 meter elevation is considered as WORKING AT A ELEVATION for which proper care has to be taken by the Contractor for the safety of their crew and for such nature of work, necessary safety belts and scaffoldings are to be arranged by the Contractor. For this suitable line clearance is to be got from the department concerned before start the work on each occasion.

11. Payment will be made on monthly basis. For this purpose, a LOG BOOK should be maintained by the Contractor, and the signature should be obtained daily (Shift wise) from the Shop-in-charge / Authorised Executive of User Area. The User Area will certify the Work (Xerox copy of Log-Book to be enclosed) as per the contract to enable MM / contracts to forward the bill on monthly basis on verification to Accounts department for payment. Taxes, if any will be recovered from the bills at sources.

12. SSTP/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.

13. 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.

14. If a Contractor withdraws his offer after submission of his tender or after acceptance of his tender, fails tostart the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall beforfeited and the acceptance given by BHEL for his tender shall be withdrawn.

15. Service tax / works contract taxes / VAT if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be Considered as 'all inclusive'.

16. The Minimum Wages as prescribed by the State Government and Central govt /BHEL from time to timeshould be paid to the contract Workers and the Wage and Attendance Registers should be produced toWelfare Section every month

17. Contractor should make arrangements for provision of sufficient numbers of commander torches, cells etc.,to their labourers for doing work continuously.

18. SAFETY: Working above 3mtrs elevation is considered as "WORKING AT AELEVATION " for which propercare has to be taken by the Contractor and for such nature of work, necessary safety belt is to be arrangedby the Contractor.

19. Contractor has to follow safety rules and instructions issued by management then and there and to takeadequate safety measures to their crew by providing required personal protective equipments.

20. wherever fabrication, gas cutting, welding work occurs - surface preparation and cleaning for the paintingwork is to be done by contractor. After erection, complete structures are to be painted in two coats ofpainting.

21. The contractor should maintain a 'Work Diary containing the details of work executed by him from time totime on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose forhaving executed the work correctly and satisfactorily.

22. The proof of execution of work should be submitted along with each bill (Triplicate) (printed form with covering letter and proof for execution of work) and Payment will be made only on the submission of necessary certificate duly signed by area Executive / officer.

23. Payment will be effected for 90% after successful completion of the subject work on pro rata basis and 10% will be with held towards balance 50 % of security deposit. Security deposit will be refundable after 30 days of work completion after recovery if any

24. The copy of disbursement of salary statement of the workers duly certified by the area in-charge / officer and the related Challans for the remittance of PF and ESI contribution of the workers engaged by the contractor along with the Contractor's contribution should be submitted every month to the Contract Cell of the Personnel Welfare Department (PF13.61 %, ESI 4.75% and Bonus (Minimum 8.33% of the Total Wages) Additional Payment of Rs.2000/2300/2500 as per BHEL's Corporate Guidelines)

25. **EMD :** EMD (**Earnest Money Deposit)** for a value of Rs. 1,00,000/-, in the form of Demand Draft in favour of "**BHEL Trichy, payable at SBI Kailasapuram, Trichy-14** ", shall be enclosed along with the Quotation. **Offer without EMD is liable for Rejection.** EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The Security Deposit shall be collected before start of the Work. **The security deposit shall not carry any interest.**

26. Contractors should quote for all enquiry items other wise it is liable for rejection. All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations andinsertions should be duly attested by the tenderers concerned. Unit rates should be quoted in figures as wellas in words for all the items shown in the attached schedule. Wherever there is a difference in the two, therates in words will be taken as final.

27. Contractor should have separate Registration Code No. for ESI & EPF. Documentary evidences (Xeroxcopies – attested) for PF, ESI registration etc., should be furnished without which it will not be taken intoaccount.

28. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act andproduce to BHEL such Registration Number / Enrolment Number before executing the contract work.

Contracts Executive

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