



## Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

CONTRACTS DEPARTMENT

Contact No. 9442502703

Email: ilango@bheltry.co.in

Tender No: PPPU: WC:13:037

Dt. 20.02.2014

### Tender Notice

Dear Sirs,

Sub:

Two Part OPEN Tender Inviting Technical and Price Bid for “Maintenance contract for Roof & Peripheral lights at BHEL - PPPU, Thirumayam”.

Please submit your competitive bid for the following scope of work as per the conditions given in the Tender.

01. Scope of work : “Maintenance contract for Roof & Peripheral lights at BHEL - PPPU, Thirumayam”.
02. Duration of Contract : **One Year**
03. Commencement of Work : Within 15 Days from the date of Award of Contract.
04. Last Date/Time for receipt of tender : **19.03.2014 at 14.00 Hrs**
05. Date/Time for opening of Technical Bid : **19.03.2014 at 14.30 Hrs**
06. Date/Time of Reverse Auction/Price Bid Opening : The Bidders who are technically qualified will be called for Reverse Auction / Price Bid Opening. The Date / Time of reverse auction/price bid opening will be intimated to the Qualified Bidders separately.
08. EMD : NIL
09. SPECIAL INSTRUCTIONS:
  - (a) This Tender is subject to meeting 1. Eligibility Criteria, 2. Scope of Contract, 3. Work specific Terms & Conditions, 4. Commercial Terms & Conditions, 5. Conditions related to the Welfare of labours and 6. General Terms and Conditions.
  - (b) Bidder should furnish all the General & Technical Details asked in the “TECHNICAL BID”. Bids submitted with incomplete and incorrect technical details will be liable for rejection.
  - (c) The Eligibility Criteria, Scope of Contract, Work specific Terms & Conditions, Commercial Terms & Conditions, Conditions related to the Welfare of labours and General Terms and Conditions, Certificate of compliance and all General & Technical details asked in “TECHNICAL BID” shall be duly signed under Company seal in all pages and placed in One cover duly superscripting the cover “**TECHNICAL BID**” and submitted.

Place  
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- (d) Bidder should furnish the RATE in the enclosed “**PRICE BID**” format and the same shall be duly signed with seal and placed in a separate cover duly superscripting the cover “**PRICE BID**” and submitted.
- (e) **Totally there will be 2 Separate covers.**  
(i). **One cover for Technical Bid,**  
(ii). **one cover for Price Bid.**
- (f) Both covers as stated in (e) shall 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.**
- (g) **Any deviation to this tender terms & conditions and schedules of this tender will lead to total disqualification of the offer submitted.**
- (h) At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the Bidder specifying the purpose. Also the specimen signature of the representative should be authorized.

BELATED and incomplete bids will not be accepted.

Thanking You,

A. Ilango  
Sr. Manager/ Contracts,  
Power Plant Piping Unit  
BHEL -Thirumayam - 622507  
**Contact No. 9442502703**  
Email: [ilango@bheltry.co.in](mailto:ilango@bheltry.co.in)

Note:-

1. The bids shall be sent to the above address. It may please be noted that the Contracts department is at a walking distance of 10 minutes from PPPU Main entry gate. The time of submission needs to be planned accordingly.

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### I. ELIGIBILITY CRITERIA

1. The Bidder should have valid PAN No. & Service Tax No. (If applicable). Documentary proofs / Xerox copies are to be enclosed.
2. The agency could be a Proprietorship/ Registered Firm / Private or Public Company registered under company's Act and a well-established reputed organization in this line of service / business - documentary proof / Xerox copy to be enclosed.
3. The bidder shall have minimum one year experience in carrying out similar works (Copy of W.O./P.O. supporting the same shall be attached).
4. The bidder shall have ESB or above license with current validity (Copy of the same shall be attached)
5. Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.
6. The eligibility Criteria details as per **Annexure – X** to be filled & submitted with supporting documents for BHEL reference and verification.

### II. SCOPE OF CONTRACT:

#### 1. **Maintenance of 400W Roof Lights: Quantity = 250 Nos.**

*Scope of work:*

Checking, identifying the faults in the Roof light fittings (400 Watts Metal Halide/Sodium vapour lamps), rectification of the fault by replacing/repairing one or more of the following components like Lamps, Chokes, Condensers, ignites, Lamp holders, terminal blocks, interconnecting wiring at LDB MCB and at Ceiling rose/ terminal strips, cleaning the complete fitting and checking & tightening of the safety chain with fixing bolts & nuts wherever required to ensure the safety of the fittings.

The lamps/fittings removed shall be tested for individual faults by the contractor in the presence of electrical personnel. The faulty parts shall be replaced with new spares, tested for functionality and finally installed on the roofs by the contractor.

In case of minor repairs/faults like loose connections, wiring faults (at MCB or at fitting end) etc. the faulty parts to be serviced, tested for normal functioning and installed on the roof by the contractor.

#### 2. **Maintenance of 150/250W Peripheral lights: Quantity = 50 Nos.**

*Scope of work:*

Checking, identifying the faults in the Peripheral light fittings (150/250 Watts Metal Halide/Sodium vapor lamps), rectification of the fault by replacing/repairing one or more of the following components like Lamps, Chokes, Condensers, igniters, Lamp holders, terminal blocks as well as cleaning and fixing the complete fitting.

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Cleaning of junction box & checking the condition of the cables, fuses etc. Contractor has to repair/replace wherever applicable.

The lamps/fittings removed shall be tested for individual faults by the contractor in the presence of electrical personnel. The faulty parts shall be replaced with new spares, tested for functionality and finally installed by the contractor. In case of minor repairs/faults like loose connections, wiring faults etc. the faulty parts may be serviced, tested for normal functioning and installed by the contractor.

Following points are common for the maintenance of Roof & Peripheral lights at BHEL – PPPU, Thirumayam.

### **BHEL SCOPE:**

- a) The parts for replacement shall be supplied by BHEL at Store/Site free of cost.
- b) EOT crane will be provided/ spared for maintenance or fitting replacement, wherever and whenever available only.
- c) BHEL will provide 33 Feet Ladder free of cost at its store.

### **CONTRACTOR'S SCOPE:**

- a) All tools, equipment required for maintenance of lights are in the scope of contractor.
- b) Wherever EOT crane facility is not available or insufficient to access the fittings, contractor has to arrange their own facilities (e.g. scaffolds etc.) for gaining access to the lamp fittings.
- c) All materials, tools required to make such facilities are under contractor's scope.
- d) Removed faulty materials and waste materials have to be disposed immediately from the working area and to be returned later to Electrical stores/Disposal Stores.
- e) Personnel protective equipment (PPE) required for carrying out the said work shall be arranged by the contractor.

### **III. WORK SPECIFIC TERMS & CONDITIONS:**

1. The quantities shown in enquiry are tentative only. This quantity may increase or decrease by approximately 20% with the approval of engineer in charge.
2. Safety precautions have to be issued by the Contractor to their workmen depending on the work nature. Necessary work permit system and use of personal protective equipment (PPE) such as electrical resistance rubber gloves, helmet, spectacle goggles, safety shoes, safety belt/belt rope etc. as applicable to electrical works should be adhered while carrying out the work in the roof.
3. The work permit / approval have to be obtained from BHEL before commencement of the work, after work completed the permit should be closed with the knowledge of Electrical personnel.
4. Licenced skilled electricians, helpers have to be engaged and the details of the persons attending the work should be informed to "Electrical Personnel" before commencing the work.
5. Date wise Log sheet shall be maintained for the work done indicating Room No./ Bay/ Row/ DB reference etc., along with Electrical In charge certification.
6. The maintenance crew shall report to the area executive BHEL, PPPU, Thirumayam within 24 hours from the breakdown call, with all necessary tools, materials etc., for attending the work.
7. Minimum crew strength :
  - a. For Roof light Maintenance : 2 Skilled + 2 Unskilled
  - b. For Peripheral light Maintenance : 1 Skilled + 3 Unskilled

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8. Contractor may visit the site and get to know the nature of work before submitting the quotation.
9. Contractor can claim the bill once in 3 months for the completed quantity of work.

#### IV. COMMERCIAL TERMS & CONDITIONS:

##### 01. RATE:

- (a) **The rates quoted should be valid for 90 days initially from the date of opening of the price bid.** The rates of successful bidder should be valid for one year from the date of commencement of the contract.
- (b) **The rates quoted should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.**
- (c) 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 Bidders concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) 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.**
- (f) Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.
- (g) Contractor has to ensure that all statutory payment as per Minimum Wages Act / Payment of Wages Act etc. and BHEL additional monthly payment (as indicated in Welfare Conditions) to be taken care of while quoting. No claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.
- (h) It is necessary, that the Contractor has to visit BHEL with prior notice and seeks clarification, if any, before offering the most Competitive Rate for the subjected work.

##### 02. PAYMENT TERMS:

- (a) The consolidated statements and Bills shall be prepared by the Contractor during the first week of succeeding 3<sup>rd</sup> month (Quarter) and submitted after due certification by in charge Executive to M & S dept. The payment will be made through RTGS / EFT to the contractor immediately after the receipt of the error free bill. It is to be noted that it will take around ten days to process the bill at M & S and Finance section after submission.

##### 03. PENAL CLAUSE:

Non-Compliance of tender clause will attract penal charges and the penal charges for the important parameters (non-compliance activities) will be intimated at the time of award of contract.

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### 04. CONTRACT PERIOD

(a) The period of contract is TWELVE MONTHS from the date of issue of work order.

### 05. SECURITY DEPOSIT:

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful Bidder as shown below:

Contract Value Up to Rs.10 Lakhs	: 10%
Above Rs.10 Lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Contractor should remit the Security Deposit before start of the work. The EMD amount shall be converted as security deposit and the balance amount shall be remitted.. No interest will be paid to the Contractor for the amount deposited during the period of agreement.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the Bidder shall be liable to compensate BHEL for any losses incurred by BHEL. EMD in such cases shall be forfeited.

The security deposit shall be refunded within a reasonable time after the date of successful completion of the contract i.e. the Contractor carrying out all obligations / operations as required under the contract agreement.

BHEL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against this Contractor for losses suffered by BHEL due to failures on the part of the Contractor or due to termination of contract or Contractor becoming disqualified because of liquidation / insolvency or change of composition. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the Contractor and the decision shall not be questionable.

(b) The Security Deposit may be submitted in any one of the following forms:

- Cash (as permissible under the Income Tax Act)
- Pay Order, Demand Draft in favour of BHEL
- Local cheque 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 and with minimum duration covering the contract period.
- In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to Senior Manager / Contracts, East End block-First Floor, Power Plant Piping Unit (PPPU), BHEL Thirumayam - 622 507.
- 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 and with minimum duration covering the contract period.

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- 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 remitted (any of the above form) by the vendor before start of 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 converted as part of the Security Deposit** and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms and conditions of contract or tender enquiry. 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 realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

### 06. TENDER EVALUATION:

- (a) The Bidder should submit the details as per the Price Bid format only.
- (b) L1 will be decided on minimum total cumulative sum ( A x B ) for the serial Nos. **1 & 2** of Price Bid on a Single vendor for all the activities involved in the subjected scope of work.

### V. CONDITIONS RELATED TO THE WELFARE OF LABOURS:

1. The successful contractor has to have his own PF, ESI/ group insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking in the eligibility criteria vide **Sl. no : 08**, has to be given to comply on award of contract.
2. The Contractor has to produce the PF Registration Code for his workers as per the government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan for the engaged labour to be submitted for bill processing.
3. BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor in the **maintenance of Roof & Peripheral lights** work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the staff of contractor shall be arranged by the Contractor at contractor's cost **from the first day of operation**, towards medical treatment and compensation of any loss to their workmen as per legal provisions.
4. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The

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contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

- In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
- The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- The contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (regulation and abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamil Nadu Catering Establishment Act, Tamil Nadu Industrial Establishment, (National & Festival Holidays) Act 1958 and the Rules framed there under or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him. The contractor when required by the Company shall produce the registers and records for verification and comply with other directives issued by the company for compliance of the statutory provisions.
- The Minimum Wages as prescribed and revised from time to time by the State Government should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month. The Minimum wages applicable for the Year 2013-2014 is provided below. Contractors are required to disburse wages as per the applicable wages as and when revised by the State govt. The details given shall be updated by the contractor with the concerned govt. authorities for the correctness.

Sl. No	Category	Minimum Basic Wages per day (Rs)	Minimum DA per Day (Rs)	Total Minimum wages per Day (Rs)	Minimum Basic wages per Month (Rs)	Minimum DA per Month	Total Minimum wages per Month (Rs)
1	Un Skilled Worker	₹ 123.00	₹ 131.00	₹ 254.00	₹ 3,690.00	₹ 3,416.00	₹ 7,106.00
2	Semi-Skilled Worker	₹ 133.00	₹ 131.00	₹ 264.00	₹ 3,990.00	₹ 3,416.00	₹ 7,406.00
4	Skilled Worker	₹ 139.00	₹ 131.00	₹ 270.00	₹ 4,170.00	₹ 3,416.00	₹ 7,586.00
5	Supervisor	-	-	-	₹ 3,956.00	₹ 3,416.00	₹ 7,372.00

- Apart from the above, an additional monthly payment of Rs. 2000/- for Unskilled, Rs.2300/- for Semi-Skilled worker and Rs.2500/- each for Skilled and Supervisor is to be made by the Contractor for their staff, as part of BHEL Policy. **Hence the contractor has to ensure disbursement of State govt. prescribed minimum wages (as revised from time to time) plus the additional monthly wages as above. They are required to clarify any doubt pertaining to the payment of wages as above during the pre-bid meeting itself.**
- If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the concerned statutory authority and renew the same periodically. **FORM VI - A and FORM VI - B** should be submitted for the contract as per the Contract Labour (R&A) Act.

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11. 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.
12. A list containing the name of working persons photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.

### VI. GENERAL TERMS & CONDITIONS:

**01. 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-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- (d) "The **Officer-In charge**" means, the Officer deputed by the, Dy. General Manager/Administration to supervise the work or part of the work.
- (e) "**Approved**" and "**Directed**" means, the approval or direction of Dy. General Manager/Administration, 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 Sr. Manager / CONTRACTS / PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.
- (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- (j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

**02. HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.

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- 03. 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.
- 04. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 05. 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.
- 06. COMPLIANCE TO REGULATIONS AND BY- LAWS: -** The Contractor shall conform 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.
- 07. REFUND OF SECURITY DEPOSIT ON TERMINATION:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months in case of termination 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".
- 08. 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.
- 09. CONTRACTOR'S SUPERVISION: -** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent supervisor acceptable to BHEL, to act in his stead.
- BHEL shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
- 10. 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.
- 11. 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

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amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**12. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL administration, 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.

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

(i) Should a Bidder or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

**14. 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:-

(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 cartel formation of tendering or by non-malafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**15. 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,

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



## Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

CONTRACTS DEPARTMENT

Contact No. 9442502703

Email: ilango@bheltry.co.in

Tender No: PPPU: WC:13:037

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- (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 AGM/Services 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/Services, 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/Services, whose decision shall be final and conclusive.

### 16. 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 Dy. General Manager/Administration 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 there under ;
- (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 Dy. General Manager/Administration ., 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/Services 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

Place  
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provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the BHEL whose decision shall be final and conclusive.

### 17. 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.

**18. 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/Services, 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.

**19. 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.

**20. 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.

**21. 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 therefore 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 Sr.Manager/ CONTRACTS/PPPU subject to prompt notification by the contractor.

**22. 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 Dy. General Manager/Administration , 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 Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director 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.

Place  
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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.

**23. 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 authorized 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 authorized 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 authorized to do so, shall accompany the contract.

**24. 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 (Regulation and Abolition) 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.

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

**25. 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.

**26. 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, tele-service 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.

**27. 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.

Place  
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Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL reserves its rights for suspending or terminating the contract.

### 28. SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950

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

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

Rule 61-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.

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.

### 29. OTHER CONDITIONS:

- i) Contractor shall watch and safeguard Employer's interests during the performance of the work.
- ii) In case of non-fulfillment of quality standard the risk purchase clause would be operated and BHEL would engage alternate arrangement of subjected services at the cost of contractor.
- iii) The laborers engaged under this contract should not be permitted to stay inside BHEL Works after completing their days' work. It will be the responsibility of the Contractor to take the laborers out of BHEL Works as soon as their day's work is over.
- iv) The Contractor should ensure that the contract workers do not smoke in BHEL Premises and all safety measures should be ensured in Gas cooking systems.
- v) Contract workmen shall not indulge in horseplay of any kind inside the plant and they should not act in a manner that would distract the attention of other employees.
- vi) In case BHEL be held liable for any loss, damage or compensation to third parties arising by the Contractor, such loss, damage or compensation shall be paid by the Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- vii) The Contractor is directly responsible for injuries / death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage
- viii) All payments from BHEL in view of the execution of the contract are liable for IT (TDS), Service Tax, PF and Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.
- ix) The decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.

Place  
Date

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- x) Should a Bidder 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.)
- xi) 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.
- xii) The tender must be signed separately and legibly by Proprietor/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.
- xiii) If a Bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.
- xiv) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- xv) 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.
- xvi) If a Bidder withdraws his offer after submission of the tender or after acceptance of the tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money deposited by him shall be forfeited and the acceptance given by BHEL for the tender shall be withdrawn.
- xvii) EMD will be refunded to all unsuccessful bidders normally within 15 days of acceptance of award of work by the successful Bidder. For this all the bidders shall submit EFT form enabling BHEL the refund of the EMD amount in time.
- xviii) **BHEL reserves the right to finalise the contract through Reverse Auction/ Price Bid Opening.**
- xix) BHEL reserve the right to negotiate or refloat the Opened tender opened for any administrative reason completely on Company's discretion.

Place  
Date

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**MSE VENDORS:-** The MSE status is based on acknowledgement of Entrepreneur Memorandum Part II (hereinafter referred as EM II Certificate), the validity of such EM II certificate will be **deemed as 2 years** from the date of acknowledgement of the EM II certificate, unless it is accompanied by a CA certificate, certifying that investment in plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small).

MSE suppliers can avail the intended benefits only if they submit along with their bid, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format as provided below) applicable for the year, certifying quantum of investment in plant and machinery within permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

### Certificate by Chartered Accountant on letter head

This is to certify that M/s. \_\_\_\_\_ (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) \_\_\_\_\_ dtd. \_\_\_\_\_, Category: \_\_\_\_\_ (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date \_\_\_\_\_ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):  
₹ \_\_\_\_\_ Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):

The above investment of ₹ \_\_\_\_\_ Lacs is within permissible limit of ₹ \_\_\_\_\_ Lacs for \_\_\_\_\_ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**

**(A Govt.of India Undertaking)**

**Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu**

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## **CERTIFICATE OF COMPLIANCE**

To

Senior Manager / Contracts  
Power Plant Piping Unit,  
BHEL – Thirumayam - 622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

1. Eligibility Criteria,
2. Scope of Contract,
3. Work specific Terms & Conditions,
4. Commercial Terms & Conditions,
5. Conditions related to the Welfare of labours
6. General Terms and Conditions.
7. Technical Bid - Annexure - X,
8. PRICE BID – Work/Rate Schedule,

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

**If the contract is awarded to us the prices shall be kept firm till the completion of contract.**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

**Bharat Heavy Electricals Limited****(A Govt.of India Undertaking)****Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu****CONTRACTS DEPARTMENT****Contact No. 9442502703****Email: ilango@bheltry.co.in****Tender No: PPPU: WC:13:037****Dt. 20.02.2014****TECHNICAL BID****ANNEXURE - X****ELIGIBILITY CRITERIA DETAILS:**

S NO	ELIGIBILITY CRITERIA	BIDDER's RESPONSE	
01	EMD	<b><u>NOT</u></b> <b><u>APPLICABLE</u></b>	
02	Income Tax PAN No. Proprietorship - PAN card on owner Name Limited Company - PAN card on company Name Partnership Firm - PAN card on Firm Name	AVAILABLE / NOT AVAILABLE PROOF ATTACHED / PROOF NOT ATTACHED	
03	Service Tax Regn. No. (If applicable) ( Proof to be Attached)	Regn No : Proof attached / proof not attached	
04	Service Tax (if applicable)	_____ % (mention the % of Service Tax)	
05	Company Status ( Private / Public / Proprietor / Registered ) (Proof to be attached)	Company status : Proof attached / proof not attached	
06	Experience details of minimum one year for carrying out similar works. Copy of completion certificates/WO with client data to be attached.	Attached	Not Attached
07	ESB or Above License details	License No. _____ Date of Issue _____ Validity Up to _____ Issued by _____	
08	Production of PF and ESI / Group Insurance Registrations and complying with the rules on these, on award of contract.	<b>ACCEPTED</b>	<b>NOT ACCEPTED</b>

Place  
DateSignature of the Bidder  
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### GENERAL DETAILS:

01	Name and full address of the Company / Firm	
02	Name of contact Person	
03	Contact Numbers Landline Mobile No. email ID:	
04	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	

#### **Declaration:**

- (i) I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.
- (ii) I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- (iii) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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### PRICE BID – WORK/RATE SCHEDULE

SL. No.	Nature of Work Proposed	Quantities for 1 year (A)	Unit Rate (Exclusive of Service Tax) (B)
01	Maintenance of 400W Roof light	250	₹ _____ /- (Rupees _____ _____ only)
02	Maintenance of 150/250W Peripheral Light	50	₹ _____ /- (Rupees _____ _____ only)

**IMPORTANT NOTE:**

- **L1 will be decided on minimum total cumulative sum (A x B) for the serial Nos. 1 & 2 of Price Bid on a Single vendor for both activities.**
- Rates should be quoted in figures and words and are to be identical. There should not be any corrections/over writing in price bid, wherever there is a difference in the two, the rates in words will be taken as final.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)