



BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 9489093978

E.mail : evenkat@bheltry.co.in Website : www.bhel.com

Tender No:PPPU:WC:13:030

Tender Notice

Dt. 23.12.2013

To,

Dear Sirs,

Sub: Open Tender inviting Technical & Price Bid for the Operation and Maintenance of Substations at BHEL - PPPU, Thirumayam, Tamilnadu – reg.

Please submit your competitive bid for the following scope of work as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.

Scope of work:	Operation and Maintenance of Substations at BHEL - PPPU, Thirumayam.
Duration of Contract:	One year from the date of commencement.
Last Date / Time for receipt of tender:	14.00 hrs on 17.01.2014
Date / Time for opening of Technical Bid:	14.30 hrs on 17.01.2014
EMD	₹ 1,00,000/- to be submitted in the form of DD only in favour of "BHEL – Thirumayam".

SPECIAL INSTRUCTIONS:

This Tender is subject to General terms & conditions, which is enclosed.

- The General details about vendor along with Technical Bid and General Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as "TECHNICAL BID". Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- Tenderer should furnish the RATE in the enclosed "PRICE BID" format and shall be duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".
- EMD should be submitted in a separate cover duly superscripting as "EMD".
- Totally there will be 3 Separate covers. One cover for Technical Bid, one cover for Price Bid and another cover for EMD. All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.
- Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the tender No. & Date & Due Date and tender will be opened in the presence of tenderers with due authorization.

Place:

Date:

Signature of Authorized Signatory
with seal & full address



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- Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the bid submitted.
- At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.
- BELATED and incomplete bids will become liable for rejection.

In case you are not in a position to submit the bid, please send mail / letter suitably specifying the reasons thereof.

Thanking you,
For Bharat Heavy Electricals Ltd.

(E.Venkatesh)
Manager / Contracts
Bay-5, East End Block
Power Plant Piping Unit,
BHEL, Thirumayam - 622 507

Note:- The Tender shall be sent to the above address.

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GENERAL DETAILS ABOUT VENDOR

NAME OF SERVICE PROVIDER		
IT PAN NO.		
P.F. CODE NO.		
ESI CODE / Group Insurance Regn. No.		
SL.NO.	CRITERIA	Data to be furnished.
1	Ownership Details: Limited Company or Private ownership or Partnership Firm. (Details to be enclosed)	
2	Head Office Name & Address with Phone No., Email & Fax No.	
3	Name and Address of Branch Office (if any) with Phone No., Email & Fax No.	
4	Contractor License ("ESA or EA") – photocopy of license to be attached.	
4	Personals' details to be engaged for this contract.- details to be attached	
5	EMD	DD No. _____ Date _____ Drawn from _____ _____ (Bank) for Rs. _____/- Rupees _____ _____ only) towards Earnest Money Deposit in respect of this Tender.

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“TECHNICAL BID”

1.0. QUALIFYING CRITERIA:

1.1. LICENCE:

Contractor should possess valid license from EA or above, issued by Tamil Nadu or equivalent license of other states.

1.2. EXPERIENCE:

The contractor should have minimum 3 years of experience in operation and maintenance of 11 kV or higher capacity HT SS.

Note: Work Order/Performance Certificate should be furnished along with the offer for considering the technical suitability of the offer. Vendor should also provide the details of contact person (along with Ph. No.) of their customers, to verify their performance. BHEL has all the rights to verify the performance of the contractor & to disqualify if any abnormality found.

2.0. SCOPE OF WORK:

Carrying out day to day Operation and Maintenance works in 11 kV four pole and double pole structures, control panels like VCB's and ACB's etc., transformers and other auxiliary equipment installed at 11kV Switch Yard, RSS, SS-I & SS-II by deploying operation & maintenance staff with necessary safety equipment & tools. The O&M should be performed for 24 Hrs. (3 shifts) in all the days of the week for 12 months.

The Contractor has to carry out the above work with his manpower, safety & testing equipments and tools. However all the spares and consumables required to carry out the work will be provided by BHEL free of cost at stores.

2.1. EQUIPMENT LIST:

Following are the equipments available at 11kV SWITCH YARD, 11kV RECEIVING STATIONS & 11kV/ 415V SUB STATIONS SS-I & SS-II:

2.1.1. AT 11kV SW. YARD

1. 90 kV Lightning Arrestors- 3 Nos. (At Sw. Yard).
2. 11 kV Line Current Transformer 300/ 5, Amps with 3 Single Ph. Secondary- 1 set.
3. Potential Transformer- 11kV / $\sqrt{3}$ / 110V / $\sqrt{3}$ - 1No.

2.1.2. AT SUB STATIONS

1. Bay Current Transformer (11 kV) 300 / 5 Amps, 200/ 5, 100/ 5 WITH 3 Single Phase Secondary - 20 sets.
2. Potential Transformer (BUS PT)- 11kV / $\sqrt{3}$ / 110V / $\sqrt{3}$ - 6 sets.
3. SF6 Circuit Breaker 3 Ph, 11 kV, 800 A - 21 Nos.
4. Switch Boards 11 kV - 22 Panels.
5. 1250 kVA, 11kV/ 415V Distribution Transformers - 4 Nos.
6. On Load Tap Changer with RTCC panel - 4 Sets.
7. LT ACBs 2000/1000 Amps (32+4+2)- 38 Nos.
8. LT ACB panels- 22 Nos.
9. APFC Panels- 4 Nos.

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10. Maintenance free 24V DC 100AH Battery -3 sets.
11. Battery chargers- 3 Nos.
12. Earth Pits- 32 Nos.

2.2. OPERATION:

2.2.1. 11kV SWITCH YARD

1. Inspection of the entire switch yard equipments (at DP / FP Structure) as indicated in the single line diagram and attending the abnormalities with due information to Engineer-in-charge for appropriate direction.
2. Checking the condition of Bus bar & conductor junction points for its healthiness & effectiveness. Any abnormality during checking should be recorded attended & corrected with intimation to BHEL Engineer in-charge.
3. Checking the connections of the entire earth pits and watering periodically (every month) for its healthiness.

2.2.2. 11kV RECEIVING STATION

1. Remain in touch with TNEB / THIRUMAYAM staff for any instructions regarding Operation during power failure/tripping well in advance and inform BHEL Engineer-in-charge.
2. All the electrical complaints should be attended and recorded immediately.
3. Observing and recording all the meter readings like voltage, current, KVA demand, power factor etc. (at an interval of 1 hour).
4. Physical inspection to be carried out for any abnormality in temperature (for the panels available inside RSS) and to attend the abnormalities if found.
5. Checking the connections of the entire earth pits and watering periodically (every month) for its healthiness.
6. Checking the condition of Bus bar & conductor junction points for its healthiness & effectiveness. Any abnormality during checking should be recorded attended & corrected with intimation to BHEL Engineer in-charge.
7. Checking Battery & Battery Charger for its proper functioning. The battery voltage should be checked & recorded (every month). Any abnormality should be informed to engineer in-charge.
8. During tripping under faulty condition, observe the flag indication of the protective relays (Viz. Distance protection, Restricted Earth Fault, Earth fault, Differential protection, Over Load etc.) and take corrective steps to resume the power as early as possible as directed by engineer-in-charge. Recording readings (such as IR values) related to the faulty Switch Gear, Cables etc. before restoring the power.

2.2.3. SUB-STATIONS (SS-I & SS-II)

1. Observing and recording the meter readings like voltage, current, KVA demand, power factor etc. Observing & recording the winding temperature of the transformers. (at an interval of 1 hour).
2. Physical inspection to be carried out for any abnormality in temperature (for the panels available inside RSS) and to attend the abnormalities if found.

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3. Observing & recording the OLTC System Voltage, RTCC Panel Tap position of the four 1250 kVA Transformers for insuring the correct supply voltage at the Transformers outgoing as required.
4. Checking the connections of the entire earth pits and watering periodically (every month) for its healthiness.
5. Checking the Transformer, OLTC system, RTCC panel, Temperature sensing system for their normal working condition throughout the contract period.
6. Checking the condition of Bus bar & conductor junction points for its healthiness & effectiveness. Any abnormality during checking should be recorded attended & corrected with intimation to BHEL Engineer in-charge.
7. Checking Battery & Battery Charger for its proper functioning. The battery voltage should be checked & recorded (every month). Any abnormality should be informed to engineer in-charge.
8. During tripping under faulty condition, observe the flag indication of the protective relays (Viz. Distance protection, Restricted Earth Fault, Earth fault, Differential protection, Over Load etc.) and take corrective steps to resume the power as early as possible as directed by engineer-in-charge. Recording readings (such as IR values) related to the faulty Switch Gear, Cables etc. before restoring the power.

Note: All the activities should be recorded including safe operating conditions (in SS log book).

2.3. MAINTENANCE OF SUB STATIONS:

1. During maintenance, the following activities to be carried out at Switch Yard, RSS, SS-I and SS-II.
 - a. Line Clearance to be obtained for switching off 11kV breakers/VCB/ACB.
 - b. Switch off the breakers and the switches to ensure safety, before starting the work.
 - c. Inspect & ensure the line/panels free from foreign materials & tools. Remove the Earth Discharge Rod & then Line Clearance to be taken to resume the power.
2. In case of major breakdown or emergency - Turn OFF the power supply for the faulty section, the same to be informed to BHEL Engineer-in-charge.
3. Maintenance of AC & DC distribution boards and panels of the equipments wherever required.
4. Proper Safety procedure should be followed by using safety shoes, safety hand gloves etc. as per the instructions while executing the service works in 11 KV yard, 11 KV panel room & Battery room.
5. The contractor should specifically note that the scope of work as detailed above are only indicative of the probable nature of work and the entire scope of work is not limited to the information furnished above.

2.3.1. CLEANING (Once in every Month)

1. Cleaning of the Yard free from vegetation/foreign materials regularly throughout the contract period.
2. Cleaning Sub-Stations/Cellar Room (RSS, SS-I & SS-II) free form dust, water & cob-web.
3. Cleaning Panels (H.T., L.T, APFC, and RTCC), CT, PT, ACB's, VCB's, Battery, Battery Charger, Distribution Box (available inside RSS, SS-I & SS-II) free from dust.

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4. Cleaning Transformers, OLTC and Bus Bar Duct free from dust and water.
5. Cleaning of the earth pit free from vegetation/foreign materials.

2.4. PREVENTIVE MAINTENANCE:

Preventive maintenance to be carried out for the following equipments as per the periodicity indicated:

1. 1250 kVA Megawin Transformer - 4 Nos. (Half Yearly)
2. On Load Tap Changer of M/s CTR (18 Steps) - 4 Nos. (Half Yearly)
3. RTCC panel - 2 Nos. (Half Yearly)
4. Analogue Relays in 11 kV Switch Gear. (Half Yearly)
5. Control and Relay Panels inside VCB/ACB. (Half Yearly)
6. Potential Transformers - 6 sets (Half Yearly)
7. Current Transformers - 20 Sets (Half Yearly)
8. Cables connecting Switch Gear (H.T. / L.T.) and Transformer.(Half Yearly)
9. 1000/2000 AMPS (M/s GE Make) of L.T. ACB's -38 Nos. (Half Yearly)
10. AMF Panel (SS-II) with C.T., P.T., Protection Relays etc. (Half Yearly)
11. Battery and battery chargers. (Monthly)
12. APFC Panels. (Monthly)
13. Earth Pits. (Monthly)
14. 11 kV Mats. (Monthly)
15. Lightings in Cellar Room, Yard, and Transformer Shed. (Monthly)

Preventive Maintenance Check List should be filled in and record should be maintained.

2.5. SCHEDULE OF WORK:

2.5.1. DAILY SCHEDULE

1. Noting down HT/LT/Other Meter readings of substations for recording & analysing.
2. Checking auxiliary supply and control voltages for its normal operation and to take proper action during any abnormalities.
3. Monitoring and recording the transformer parameters such as winding temperature, tap position etc.
4. Housekeeping work to maintain Aesthetic looks.
5. Checking the condition of indication lamps provided on HT and LT panels.
6. Check the proper working condition of RTCC panels, OLTC panels for each Transformer.
7. Check the batteries and battery chargers for proper functioning.
8. Isolation & energisation of feeders as per the demand of operation.
9. Test & reset the annunciation, take corrective action whenever necessary.
10. Inspection of water stagnation in cable cellar room and removal of the stagnated water and sludge if found.

2.5.2. WEEKLY SCHEDULE

1. Prepare list of spares and material required for carrying out maintenance work and submit it to BHEL in advance for better spares/ material management.
2. Arrangements to be made for proper storage of material / spares for easy & immediate identification of spares at the time of requirement.

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3. Rectifying the faults & recording the causes of fault.
4. Carrying out battery/battery charger maintenance. The voltage of each cell should be measured & recorded.

2.5.3. MONTHLY SCHEDULE

1. Carrying out preventive maintenance as per the check-lists available in Equipment manuals.
2. Check the Control room lights, yard lights and water pump at cellular room.
3. Checking the earth pits (substations & lightning protection) and do the preventive maintenance.
4. Earth resistance testing for earth pits using own instruments and submit report for the same.
5. Checking of battery cable connections.
6. Checking of rubber beading for ducts.

2.5.4. QUARTERLY SCHEDULE

1. Checking the condition of transformer.
2. Checking of the healthiness of the followings: All "Making & Breaking contacts (Fixed & Moving)" of AB switches, ACSR line conductors, clamps and connectors at switch yard, PT & CT terminations, transformer terminations, insulating pushes, Tap changer (local & remote).
3. Correction of loose connections if noticed.

2.5.5. HALF YEARLY SCHEDULE

1. Carrying out preventive maintenance as per the check-lists available in Equipment manuals.
2. The functioning of winding temperature sensor/ indicator should be checked up.
3. Cleaning and checking of all bushings, insulators for their healthiness (free from cracking). Checking the tightness and aligning of horn gap distance.
4. External cleaning of Transformers & transformer shed.
5. Cleaning and carry out maintenance on OLTC driving mechanism, checking the tap changing operation and its control circuit wiring. Also measuring winding resistance at all taps positions.
6. Checking of transformer neutral earthing, body earthing & earth pit resistance measurement.

3.0. WORK SPECIFIC TERMS & CONDITIONS:

3.1. MANPOWER & SHIFT DETAILS:

The contractor should engage qualified & experienced operation & maintenance personnel. The minimum crew strength that is required to be deployed for carrying out the contract effectively is as below:

One Shift Engineer & one technician are required 24x7 in each of the 3 shifts (i.e. during A, B & C Shifts).

One Shift Engineer can be engaged as a shift reliever during the week-offs for all the A, B & C shift personnel.

One technician is required during General and Night Shifts (except Sunday).

One Site In-Charge is required during General Shift (from Monday to Saturday).

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3.1.1. QUALIFICATION & EXPERIENCE OF THE CONTRACT STAFFS

1. **Site In-Charge** - Degree in Electrical Engineering with minimum 3 years of experience in 11kV SS operation and maintenance.
Staff Strength: **1 No.**
2. **Shift Engineer** - Diploma in Electrical Trade having 2 years of experience **(or)** I.T.I. in Electrical Trade having 5 Yrs. Experience in HT Sub-Station operation and maintenance with valid C license issued by electrical licensing Board.
Staff Strength: **4 Nos.**
3. **Technician** - Diploma in Electrical Trade having 2 years of experience **(or)** I.T.I. in Electrical Trade having 2 Yrs. Of experience in HT Sub-Station operation and maintenance, with valid 'B or C' license issued by electrical licensing Board.
Staff Strength: **5 Nos.**

Note: The staff strength indicated is the minimum crew strength. The Contractor shall study the work content and deploy more strength, if found necessary.

3.1.2. SHIFT TIMINGS:

- 'A' Shift: 06:00 Hrs. to 14:00 Hrs.
- 'B' Shift: 14:00 Hrs. to 22:00 Hrs.
- 'C' Shift: 22:00 Hrs. to 06:00 Hrs.
- 'G' Shift: 08:00 Hrs. to 16:30 Hrs.
- 'N' Shift: 16:30 Hrs. to 01:00 Hrs.

3.2. TOOLS & TESTING FACILITIES:

The Contractor should arrange the following equipment and bring in time whenever required during the operation and maintenance.

1. Automatic 3 phase relay testing unit to test numerical relays.
2. Micro ohm meter for contact resistance measurement.
3. Single Phase Automatic / Manual relay test kit for testing Numeric / static / Electromagnetic relays.
4. Time interval meters (3 Pole / 1 Pole) for breaker timing test.
5. 3 Phase Energy Meter Test kit for Energy meter testing.
6. Primary current injection test kit for CT test. (Up to 2000A).
7. HV capacitance & tan delta test kit to test power transformers
8. Transformer winding resistance meter.
9. Transformer turns ratio meter.
10. Digital / motorised insulation resistance tester (up to 10 kV).
11. Battery operated digital / Analogue soil resistivity test kit.
12. General electrician tools required for daily maintenance.

3.3. SPECIAL CONDITIONS:

1. Trouble shooting should be carried out in HT/ LT panels for rectification of faults, with prior intimation to Engineer-in-Charge/ Substation-in-charge.

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2. Recording meter readings in prescribed format DAILY/ WEEKLY/ MONTHLY/ HALF YEARLY as instructed by BHEL Engineer-In- Charge.
3. Attendance should be maintained for all the staffs, in all 3 shifts and the copy of the same should be submitted along with bill.
4. An equivalent/ higher reliever should be arranged throughout the contract period in case of any absent of Site Engineer/Shift engineer/technician to meet the minimum strength stipulated in the contract.
5. Coordinating with SS maintenance as well as TNEB officials for carrying out day-to-day works including monthly meter reading.
6. Constant vigilance of 11 kV distribution system, incoming and outgoing supply (voltages), Tap positions of HT Transformers and incoming and outgoing supply of LT (voltages) in order to provide uninterrupted power supply.
7. The log book should be maintained by the staffs working in all the shifts and should be kept ready for verification by BHEL Engineer-In- Charge.
8. Maintaining good housekeeping at switch yard and in & around the substations including "cleaning of panel boards, floors, walls etc." at all time.
9. The contractor should arrange for proper supervision and organization from his side for carrying out the works satisfactorily.
10. The periodical maintenance chart for various operational and control equipment, should be prepared by the contractors and get approved by BHEL Engineer-In- Charge before start of execution of the O&M Contract.
11. If required a maintenance request form regarding electrical maintenance will be provided to the contractor. After completion of the maintenance, contractor should enter the data like date of receiving complaint, date of completion of job, materials / spares used for that work etc. and submit to the SS-in-charge.
12. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person/equipment.
13. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use. The contractor should take adequate steps to ensure proper use of equipment by those concerned.
14. The pending works mentioned in the previous shift (in log book) should be attended and completed with intimation to BHEL Engineer-In- Charge.
15. The contractor shall furnish all the contact details of their staff working in the operation and maintenance team, with a copy of their certificates.
16. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up should be intimated to BHEL Engineer-In- Charge.
17. The contractor shall carry out health performance test at its cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
18. Contractor should bring their materials such as tools, testing equipment etc., inside the factory/switch yard with proper documents/voucher and get necessary gate entry from the Security Dept. They should maintain proper record for tool equipment, materials etc., brought inside the factory complex.

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19. The contractor should extend fullest cooperation with the third party agencies engaged, if any by BHEL to adhere the statutory regulations.
20. Water, electricity, compressed air, welding equipment with consumables etc., will be provided by BHEL free of cost at site whenever/ wherever required for O & M of SS during this contract period.
21. The contractor shall be responsible for the equipment and materials handed over to them (from BHEL).
22. Apart from the regular work done by the Shift Engineer/technician during round the clock maintenance of the substation, effective periodical supervision should be made by the higher level competent persons of the contracting organization.
23. Timely submission of the invoice with all necessary supporting documents for the work done or the duration of the work has completed to be ensured.
24. Spares and other electrical consumable items will be supplied by BHEL free of cost at site.
25. Required transportation for O&M Staffs to be arranged by the contractor on their own.

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COMMERCIAL TERMS AND CONDITIONS

Sealed Tenders for the work enclosed are hereby invited from contractors meeting the qualifying criteria and experienced in works of similar kind and magnitude.

For Limited Tenders, vendors not contacted through post and submitting bids by seeing the CPP portal will be considered only for vendor evaluation. Their price bid will not be considered for ordering.

Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each and every page of the tender document including corrigendum & the drawing attached if any, while submitting their bid.

1.1)RATE:

- a) Unit rates should be quoted in figures as well as in words with reference to the item shown in the attached schedule. These rates shall be for the specified work in site.
- b) Rate for the item of the tender schedule should be quoted in Rupees and paise only. In case any difference in rates quoted to figures and in words, the rate quoted in words will be taken as the tendered rate.
- c) 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.
- d) All entries in the tender documents should be made in one ink. Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Tenderer concerned.
- e) Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour.
- f) The rates quoted in the tender shall remain valid for a period of at least "THREE MONTHS" from the date of opening of tender.
- g) Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.

1.2)PAYMENT TERMS:

- a) Bills for every month shall be prepared by the contractor.
- b) The error free Bills shall be prepared by the Contractor for every month and submitted after due certification by the Electrical In-charge by 1st week of every succeeding month. The payment will be made through RTGS / EFT to the contractor after the receipt of the error free bill from User department. It is to be noted that it will take at least ten days to process the bill at HR and Finance section after submission of error free bill.

1.3)PENAL CLAUSE:

- a) During any shortage of manpower in any shift, the penal amount will be deducted on prorata basis with penalty of ₹ 200 (Rs. Two Hundred) over and above the prorata value per man day.

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- b) The Contract is awarded to up-keep the equipments of Sub-stations at PPPU. In case of any damage happened due to negligence/non-availability of required man power at site or mis-handling of equipments by the contractor, cost of the equipment will be recovered from the Security Deposit. The decision taken by BHEL will stand final in ascertaining the cause of damage. However, the amount of recovery will be limited up to Security Deposit.

1.4)CONTRACT PERIOD:

- a) The contract execution will be for a period of one year.
b) If required, BHEL reserves the right to extend this subject contract for a further period at the same RATE, Terms & Conditions.
c) The contract may be terminated by BHEL due to violations or non-performance of the contract conditions by giving one month's notice.

Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

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.

Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.

In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

Every tender must be accompanied by Deposit receipt for the amount mentioned in this tender notice as Earnest Money Deposit in the form of Pay order or Demand Draft duly pledged in favour of BHEL, Thirumayam. EMD shall not carry any interest. One time EMD of ₹ 2 lakhs can also be paid.

This Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work. If the bidder withdraws his offer after submission of tender or after acceptance of tender or fails to start the work, the EMD shall be forfeited.

BHEL reserves the right to

- i) cancel the tender at any stage.
ii) finalize the contract through Reverse Auction / Price Bid Opening.

Place:
Date:

Signature of Authorized Signatory
with seal & full address



BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 9489093978

E.mail : evenkat@bheltry.co.in Website : www.bhel.com

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- iii) negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

All payments from BHEL in view of the execution of the contract are liable for IT (TDS), Service Tax, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

Service Tax and all other taxes shall be shown extra in the bid; otherwise maximum rate of service tax will be deducted and the base rates will be calculated accordingly. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also Service Tax Registration form / Self-declaration for non-applicability of Service Tax have to be provided as applicable.

CONDITIONS RELATED TO THE WELFARE OF LABOURS

The Minimum Wages as prescribed by the State Government as given below from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to BHEL Welfare Section every month.

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.123.00	Rs.131.00	Rs.254.00	Rs.3690.00	Rs.3416.00	Rs.7106.00
2	Semi-Skilled Worker	Rs.133.00	Rs.131.00	Rs.264.00	Rs.3990.00	Rs.3416.00	Rs.7406.00
3	Skilled Worker	Rs.139.00	Rs.131.00	Rs.270.00	Rs.4170.00	Rs.3416.00	Rs.7586.00
4	Supervisor				Rs.3956.00	Rs.3416.00	Rs.7372.00

Apart from the above, an additional monthly payment of Rs 2000/- for Unskilled, Rs.2300/- for Semi-Skilled worker and Rs2500/- each for Skilled and Supervisor is to be ensured.

- 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.
- He has to have his own PF Code and Group Insurance and comply with the relevant Acts.
- The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
- Group Insurance is to be provided to his employees by the Contractor.
- 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.

- a) 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

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PF authorities, then an undertaking has to be provided for ensuring the possession of PF & Group Insurance on the date of award of contract.

- b) 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.
- c) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor in the preparation, transportation of the food items to BHEL Dining Halls and further service at BHEL Dining Halls as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the staff of caterer 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.
- d) 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 contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- e) 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.
- f) 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.
- g) 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.

The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.

- 1) The Contract labour (Regulation & Abolition) Act 1970 and the related Tamilnadu Rules.
- 2) The Minimum Wage Act 1948 and the related Tamilnadu Rules.
- 3) The Payment of Wages Act 1936 and the related Tamilnadu Rules.
- 4) The Factories Act 1948 and the related Tamilnadu Rules.
- 5) Employee's Provident Fund & Miscellaneous Provision Act 1952.
- 6) The Workmen Compensation Act 1923.
- 7) The Industrial Dispute Act 1947.
- 8) Payment of Bonus Act 1965.
- 9) Additional Amount of Rs 2000/- ,Rs 2300/- and Rs 2500/- to all Unskilled, Semiskilled and Skilled labourers respectively over and above the minimum wage as per BHEL Corporate guidelines.

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GENERAL TERMS & CONDITIONS OF CONTRACT

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

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.

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.

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.

"The **Officer-In charge**" means, the Officer deputed by the AGM/PPPU-THIRUMAYAM, to supervise the work or part of the work.

"**Approved**" and "**Directed**" means, the approval or direction of AGM/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.

"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 authorised to invite tenders and enter into contract for works on behalf of the Company.

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.

A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

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.

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

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.

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DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/PPPU-THIRUMAYAM,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

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.

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.

SECURITY DEPOSIT:-

Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Contract Value Up to ₹.10 Lakhs	10% of the contract value
For Contract Valued above ₹.10.00 Lakh upto 50.00 Lakhs	1 lakh plus 7.5% on the balance of the Contract value.
For Contracts valued above ₹.50.00 Lakhs	₹.4 lakhs + Plus 5% on the balance of the contract value.

The Security Deposit shall be deposited before start of the Work.

You may furnish the Security Deposit any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) 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).
- v) 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 30 months validity.
- vi) 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 The Senior Manager, CONTRACTS/PPPU, PPPU, BHEL Thirumayam.
- vii) 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 30 months validity.

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viii) 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 will be collected (any of the above form) 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 collected from the contractor as 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.

The contractor shall 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.

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

Security Deposit may be refunded on completion of the work and after the expiry of the maintenance period. In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Due" certificate by the contractor.

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".

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.

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CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/PPPU-THIRUMAYAM, 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 SR.MANAGER/CONTRACTS/PPPU or the OFFICER-INCHARGE, to receive instructions.

AGM/PPPU-THIRUMAYAM shall have full powers and without assigning any reason, require 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.

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.

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.

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/PPPU-THIRUMAYAM, 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.

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

(i) Should a tenderer 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 bid against this tender.

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.

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If the Contractor shall:-

- 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
- 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
- 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.

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,

- 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
- 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
- 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,
OR
- Fails to carry out the work and unauthorized absence for more than 3 days.

Whenever BHEL exercise the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SR.MANAGER/CONTRACTS/PPPU 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/PPPU-THIRUMAYAM, or the same shall be recovered from the Contractor by other means.

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

CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/PPPU-THIRUMAYAM, or his authorised representative ;
- 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 ;
- 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/PPPU-THIRUMAYAM, 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 SR.MANAGER/CONTRACTS/PPPU 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/PPPU-THIRUMAYAM, whose decision shall be final and conclusive.

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.

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/PPPU-THIRUMAYAM, 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.

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 AGM/PPPU-THIRUMAYAM, separately details of his claims for the work done by him up to and

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including the previous month which are not covered by his contract agreement in any of the following respects:

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

PAYMENT OF BILLS:- All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by the SM/CONTRACTS/PPPU.

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.

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.

FORCE MAJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, 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.

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/PPPU-THIRUMAYAM, 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.

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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.

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.

STATUTORY REQUIREMENTS:

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.

- 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.
- 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.
- Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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.

MOTOR VEHICLE ACT:- The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honour the Supreme Court Judgment by not carrying Over Weight and comply with the relevant Motor Vehicle Act and other statutory requirement.

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.

Place:

Date:

Signature of Authorized Signatory
with seal & full address



BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 9489093978

E.mail : evenkat@bheltry.co.in Website : www.bhel.com

Tender No:PPPU:WC:13:030

Tender Notice

Dt. 23.12.2013

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.

LIEN OF CONSIGNMENTS:- The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor. Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

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

Place:
Date:

Signature of Authorized Signatory
with seal & full address



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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 Authorized Signatory
with seal & full address



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“PRICE BID”

“WORK/RATE SCHEDULE”

Description	Qty.	Rate per Month ₹ in figures	Rate per Month ₹ in words
Carrying out day to day Operation and Maintenance works in 11 kV four pole and double pole structures, control panels like VCB's and ACB's, transformers and other auxiliary equipment installed at 11Kv Switch Yard, RSS, SS-I & SS-II by deploying operation & maintenance staff with necessary safety equipment & tools. The O&M should be performed for 24 Hrs. (3 shifts) for 12 months.	12		

Place:

Date:

Signature of Authorized Signatory
with seal & full address