

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
MAINTENANCE & SERVICES

Dt: 17.06.2015

NOTICE INVITING TENDER

1.	Name of work	Works Contract for Operation and Maintenance for Gasifier & Gas Cleaning at CCDP for the year 2015-16
2.	Location of work	CCDP, BHEL-Trichy
3.	Earnest Money Deposit	Rs. 1,50,000/-
4.	Last Date for Receipt of Tenders	13.07.2015 / 10:00 Hrs
5.	Date of Technical cum Qualification Bid Opening	13.07.2015 / 10:30 Hrs.
6.	Period of contract	12 months from the date of award of contract
7.	Date of Price Bid Opening	Will be intimated separately to those who are technically qualified.

Tender documents can also be downloaded from BHEL website [http:// \(www.bhel.com\)](http://www.bhel.com) as well as in Govt. tenders website (<http://tenders.gov.in>).

Contractor Profile

1.	Name of the Contractor	
2.	Address	
3.	Phone No.	
4.	E-mail Address	
5.	BHEL Vendor Code	

INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to SDGM/WCM, Works Contract Maintenance, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 10.00 Hrs. on 13.07.2015 and the same are to be dropped in the Tender Box which is kept in the WCM, First Floor, 53 Bldg., BHEL, Tiruchirappalli-620014. Tenders will be opened by 10.30 (IST) on 13.07.2015 at WCM, First Floor, 53 Bldg., BHEL, Tiruchirappalli-620014. BHEL is not responsible for any postal delay. Tender box is available in the WCM, First Floor, 53 Bldg., BHEL, Tiruchirappalli-14.

Bidder has to submit (1) Techno-commercial bid (2) Price bid & (3) EMD draft in separate covers.

- a. The first envelope shall be contained DD for EMD, super scribed as EMD Cover for NIT / Enquiry No. Offer will be considered only after receipt of EMD.
- b. The second envelope shall be sealed and super scribed as Technical Bid for NIT/Enquiry No.
- c. The third envelope shall contain only Price bid for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover and sealed also super scribed the NIT/Enquiry No. The Techno Commercial Bid will be opened on 13.07.2015 at 10.30 Hrs (IST).

Note:

1. The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future. The Contractor shall carefully study all the terms and conditions as given below:
2. The contract will be awarded for a period of 12 months from the date of ordering.
3. The rates shall be firm for the entire period of the contract.
4. If the Contractor is not able to provide the sufficient service/back outs as indicated in the bid, the contractor is liable for forfeiture of the EMD/Security deposit paid.
5. Cumulative L1 only will be considered for placement of order(package basis)

WORK SPECIFICATION
(Gasifier / Gas cleaning plant Operation/Maintenance Contract)

The one year contract is planned as follows: (assuming 300 working days)

1. Total 45 days of CCDP – Gasifier & Gas cleaning system plant operation (in three shifts A,B & C)
2. Total 255 days of CCDP - Gasifier & Gas cleaning system plant maintenance work (in two shifts A & B)

Plant Operation:

As per the instructions of our Engineers and supervisors, the contract employees are required to assist our employees for Plant Operation activities in three shifts (A, B & C shifts)

1. Leak check for gasifier system / gas cleaning system, flow check as per the instructions from control room and field supervisor instruction.
2. Startup burner: starting burner, monitoring flame stability, controlling the flame temperature.
3. Coal feeding : opening closing of coal inlet valves, air valves, continuous monitoring of coal/bed material feeding through coal feed pipe, monitoring smooth functioning of coal feeders against noise, gland leak, gear box oil leak, smooth transferring of coal in coal lock, coal receiver. Monitoring bunker level, transferring coal through weigh belt feeder to coal lock.
4. Bottom ash extraction: Monitoring smooth functioning of three numbers bottom ash extractors like purging, checking gland leak, observing noise / temperature raise, gear box oil leak etc.
5. Bottom ash disposal: smooth discharge through gates, disposal through chain conveyor and belt conveyor, keeping the area neat and clean
6. Fly ash pump: monitoring fly ash collection in lock and hopper, continuous pumping of fly ash from hopper to silo through fly ash pump, clearing line block, monitoring hopper and silo levels. Fly ash disposal from silo periodically and keeping the silo and gasifier area neat and clean.
7. Cooling water flow monitoring : Maintaining cooling water flow and temperatures of fly ash coolers, bottom ash coolers, Y'pieces, Distributor cooling
8. Vent filter operation : Fly ash lock is depressurized through vent filter system and its operation like N2 purging, checking the discharge of fly ash collected in vent filter
9. Sampling : collection of samples for coal, bottom ash, fly ash, slurry ash, at specified intervals and extending assistance for sample analysis
10. Gas cooler system operation monitoring.
11. Gas cleaning quench column : Maintaining quench column level by suitably draining and filling the level, in order to remove dissolved dust periodically

12.Cyclone level maintaining: observation and controlling of venturi scrubbers and cyclone separators knock out drum levels.

13.Settler drum level: Maintaining settler drum level by adding raw water, draining sediments during plant operation

14.Flare stack: During plant start and gas generation, igniting and maintaining the flame in the flare stack

15.Barrier Filter system operation including reverse purging of N₂/Syn. gas, ash level controls, fly ash pump, vent filter operation and keeping the area neat and clean

16.Nitrogen storage system operation and keeping the area neat and clean

17.During plant operation if any situation (gas leak, line puncture, line block, hot spot, gear box/feeder gland leak, valves leak, motor problem etc.) that requires stopping of plant. The problem causing stoppage of plant to be attended/rectified immediately and bring back the plant for starting at the earliest possible time.

Repair /maintenance and modification work

As per the instructions from our Engineers & supervisors, the contract employees are required to carry out the following repair and maintenance / modifications / improvement works during shut down period, in coordination with our employees, for early completion and restarting the plant. The repair and maintenance work is to be carried out in two shifts (A&B shifts)

1. Identification of problems : Any failure of welding, gas leak, pipe erosion, hot spot failure due to very high temperature/pressure, Feeder/extractor gland leak, valves failure, Line block or choking in ash/coal lines or vessels. Any failure in Distributor, like welding, nozzle melting, similarly in distributor plate, center pipe, cooling water lines, thermocouple damage, thermocouple welding failure, thermocouple bending. Similarly any other area of repair /maintenance work like gasifier, cyclones, Gas cooler, Barrier filter system, Nitrogen storage system, quench column, water knock out drum, Flare stack system during operation/maintenance to be identified and rectified.

2. Investigation of failures: by opening flanges, cutting pipes, opening man holes, dismantling vessels, structures, lines that disturbs repair work, removing coal/ash from vessels, equipments, valves, lines and locating the failures

3. Preparation for repair work: arrangement for approaching failure spots, scaffoldings/platforms, ladders, supports, Cleaning the lines, vessels, equipments, preparing of plates, pipes, gaskets, bolts and nuts. Preparation of surfaces for repair work, by cutting grinding, edge preparing. Arranging welding set, cutting set, electrodes gas cylinders etc.

4. Repair work: cutting, welding, grinding and other repair works like bending, gland packing and replacing damaged portion with new pipes, tubes, plates etc. Dye penetration tests for welding repair and other quality control tests etc.

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5. Assembly of system after repair work: assembly of vessels, flanges, pipe lines, equipments, dummies and tightening the manholes, flanges, equipments

6. Leak checking : After repair, the repaired area strength to be tested with leak check, hydraulic check or any other applicable method

7. Putting back to service: After checking the repair work, the system to be put back to service. Add bed material, ensure cooling water by starting pumps and opening/throttling valves, start the burner system, keeping steam ready for start

8. For system improvements, addition of gas lines, air lines, water lines, purge lines, valves, equipments, fabrication of burners, vessels or any other additions required to be added on need basis.

9. The labourers should work very carefully in critical areas of gasifier (distributor, cyclone vessel) and gas cleaning (quench column, cyclones, knock out drum, gas cooler, barrier filter, flare stack as the space constraint exist.

GENERAL CONDITIONS
(OPERATION / MAINTENANCE WORK FOR GASIFIER / GAS CLEANING AREA)

STATUTORY REQUIREMENTS

1. The supervisor shall be an experienced Diploma Holder.
2. The contractor shall produce certificates for skilled workers engaged.
3. It is the sole responsibility of the contractor to ensure his workman against accident and injury while at work. They have to follow relevant pay compensation rules in case of accident/injury.

SAFETY

1. The contract employees shall follow all safe working procedures by using appropriate safety equipments like safety shoes, safety helmets, safety belts, earplugs, nose filter cloth or nose filters etc. All safety equipments mentioned above shall be supplied by the contractor.
2. All workers should compulsorily wear safety shoes and helmets at work site.
3. Scaffolding if required should be done by the contractor. Pipe, wooden planks & ropes will be provided by BHEL at free of cost.
4. The contractor shall strictly follow BHEL Engineers safety instructions daily and whenever pointed out during unsafe working.
5. Since the contract employees are working in a coal/ash dusty atmosphere, the contractor shall provide them with, long towel, soap, 100ml coconut oil, once in a month compulsorily.
6. Contractor shall provide First Aid Box with medicines required for meeting first aid requirements. Medicines shall be replenished as and when required.

WORKS

1. *The contractor shall engage sufficient skilled workers (Daily three shifts for Plant Operation 45 days and two shifts maintenance work for 255 days, each shift approximately fitters- 2, pipe welders- 2, unskilled workers- 8 and supervisor- 1, to meet the work listed in Specification. Actual manpower deployed shall be limited to the quantum of work involved.*
2. Pipe welding shall be done only after the edge preparation as per standard.
3. Proper electrode shall be used for welding joints based on grade/ type of material.
4. General category welders shall be engaged for all welding works.
5. Preheating of electrode as recommended by the electrode manufacturer shall be carried out prior to welding.
6. Pipes, pipe fittings, bends, flanges, valves, gaskets, gland ropes, fasteners and spares etc. Consumables like welding electrodes, oxygen / acetylene cylinders, kerosene, paints, rustolene and other consumables like electric power supply shall be provided by BHEL at free of cost.
7. Welding machine, cutting set, drilling machine & accessories and special tools/sets shall also be provided by BHEL at free of cost.
8. All scrap materials shall be transferred to CCDP stores after inspection by the site in charge.
9. The contractor shall bring welding shield and arc welding holder for welding works.
10. The contractor has to bring two sets of tool boxes with spanners, hammers, chisels, cutters, wire brushes, steel tapes, bonds, shovels etc.,
11. Each fitter shall be provided with tool box containing spanner set from size 6mm to 36 mm and erection spanner size 30,36,41,55 and other tools like dot punch, center punch, gas lighter, gas cylinder opener, rough/smooth files, spare hacksaw blades/ gas lighter etc.
12. The contractor shall supply to all their employees sufficient safety equipments like safety shoes, safety helmets, safety belts, earplugs, welding goggles etc.

13. Since the contract employees are working around coal/ash dusty atmosphere, the contractor shall compulsorily provide them with nose mask, long towel, soap, 100ml coconut oil, once in a month

14. The contractor shall engage sufficient skilled workers wherever necessary like structural welding, fitting, alignment, servicing, repair work of rotating parts, servicing of ball valves and other types of valves and all other maintenance activities. The contract supervisor shall take care of this responsibility.

15. Timely completion of work is very important. Hence the contractor shall engage sufficient no. of workers. If sufficient workers are not brought to the work spot, penalty will be imposed for the delay caused at 10% of value of such work and it may even be extended up to termination of contract.

16. During plant operation, every location shall be manned with sufficient man power, to the satisfaction of site engineer.

17. Any deficiency in the supply of required man power for operational needs will be met by Department from other agencies at your risk & cost.

18. The contractor's supervisor will control the man power and he is responsible for maintaining quality, speedy and smooth overall work completion.

GENERAL

1. The contractor shall be responsible for the proper behavior and observing all rules and regulations by the labor employed by them.

2. BHEL rules will be applicable towards issue of refreshments /food which will be adhered by the contractor. As per existing procedure for Canteen facilities, the lunch coupon shall be issued @ Rs.5 (Rs. Five) per person. Sufficient and valid coupons are to be tendered for Tiffin, Tea, Coffee, Milk, etc. to the canteen staff.

3. The contract labours should not indulge in any mass strike within CCDP/BHEL or strike outside CCDP gate. If any such thing happen, BHEL has the right to terminate the contract and all remaining payments will not be paid.

4. No advance payment will be arranged for the contract.

5. Monthly bill shall be raised as per the measurement of actual work completed on pro-rata basis.

6. The contractor is directly responsible for the payment of wages to his workmen.

7. The contractor shall submit an acceptance letter for the above terms and conditions.

8. The contractor shall visit the plant and assess the work content before quoting. Plant visit certificate shall be enclosed in offer. Without certificate offer will be rejected.

9. Plant operation has three shifts per day (A, B&C shifts) and maintenance work has two shifts per day (A&B shifts). Sometimes we may plan for General and night shift ie 8.00 hrs to 16.30 hrs and 16.30 hrs to 01.00 hrs. In emergency, Sundays/ holidays also required to perform the work in three shifts.

10. All taxes & duties as applicable by central and/or state government will be reimbursed to the successful tenderer on proof of payment (like Service Tax, Surcharge etc. as applicable.)

11. All tenderers to quote excluding taxes & duties. However they are requested to indicate the existing taxes & duties separately

NOTES

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. In case same rates are quoted by more than one contractor, ranking will be done based on the drawl of lot conducted in the presence of the contractors.
3. The rate quoted should be kept firm and valid for a period of one year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.

Payment of Bills:

100% payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.

Important Note for Service Tax:

1. A copy of Service tax registration Certificate shall be submitted along with the offer.
2. At the time of bill passing, the Contractor Shall submit the copy of the remitted Service tax challan of previous month/Quarter as proof of service tax remitted to tax authorities and also a Certificate Stating that "Service Tax Collected from BHEL has been remitted to tax authorities".
3. If the Contractor is not registered then a declaration shall be submitted along with offer that they are within the threshold limit.

ANNEXURE -I/Part-2
VENDOR EVALUATION

Technical / Scope Bid:

Sl. No.	Documents to be Provided (Enclosed)	YES	NO
1.	Documentary Evidence for similar work/any manpower contract during last seven years		
2.	Possess adequate manpower for deployment with required qualification/experience (Furnish details) and the Supervisor shall be experienced Diploma Holder		
3.	PF No.& Date (Document to be attached)-if such contracts executed already		
4.	ESI No.& Date (Document to be attached) - if such contracts executed already		
5.	Service Tax certificate (Document to be attached) - <u>Mandatory</u>		
6.	PAN card copy (Document to be attached)		
7.	Labour License (Document obtained from Central/State Government to be attached) (If contract is awarded, the Labour license can be produced at the start of work)		
8.	EMD for Rs. 1, 50, 000/- (to be submitted). Offer without EMD will be rejected. (EMD will be waived off for MSME/NSIC/SSI vendors upon verification. One time EMD receipt also accepted. Copy of Certificate to be enclosed)		
9.	Confirmation to SCOPE OF Work, Conditions Covering the Contract & Special instructions		

**For Proof of experience - Contract Copy issued by any Central/State Govt./PSU Company/Private Organization. Experience certificate from private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization OR Form 26 AS or Bank Statement as a proof of payment.

In case the tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.

ANNEXURE -II/Part-1

General Terms & Conditions (including statutory requirements) for compliance by the Contractor (as per Ref: MS: WC: 01, Dt. 15.09.2012):

As per BHEL circular HR-Welfare circular dt08.04.2014, the following additional wages per month has to be paid over and above minimum wages declared by Tamil Nadu Government to laborers as:

- a) Unskilled : Rs. 3200/-
- b) Semi-skilled : Rs. 3700/-
- c) Skilled : Rs. 4100/-

1. Bonus @ 8.33 % of total wage to be paid to workmen
2. The signature at the bottom of the rate schedule confirms that minimum wages, additional wages, bonus, PF, ESI etc. has been considered by the tenderer while quoting the above rates.
3. The committee members will consider PRICE BID only after evaluation of TECHNICAL BID.
4. Tender committee's decision is final and canvassing in any form/influencing the committee will be considered as a disqualification and such contractors will not be considered for future enquiry.
5. The contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises.
6. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
7. All safety equipments to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
8. BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
9. The contractor or his/her crew should handle the machinery and other equipments entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
10. Contractor shall supervise the work carried out by his/her employees.
11. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
12. Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
13. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
14. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
15. Based on the availability and output only, Certification will be issued for work completed.
16. Strength of manpower for day and night shift should be as demanded.
17. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
18. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

19. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
20. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second I third shift, overtime, Sundays or on other declared holidays without written permission.
21. BHEL reserves the right to cancel and terminate the contract at any time without assigning any reason.
22. *BHEL/CCDP reserves the right to restrict/suspend/short close the contracts after award of contracts based on the internal needs. However the contractors may be called back for continuing the contracts with the same rate and terms and conditions within the contract period. The overall contract value may accordingly get reduced and the contractors must abide by the overall terms and conditions irrespective of the total value.*
23. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
24. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
25. The bill should be submitted within a week after execution of work during the calendar month @one bill per month.
26. Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfillment of the Statutory Obligation by the Contractor.
27. BHEL -Trichy reserve the right of awarding the contract to more than one contractor.
28. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
29. BHEL reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
30. Signature of the contractor with seal at the bottom of all the documents must be available as an acceptance for having undergone, understood all the Terms & Conditions, Technical bid, Price bid etc.

ANNEXURE -II/Part-2
Special Terms & Conditions of Contract

LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

ANNEXURE -II/Part-3

Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for a period of ten days.
3. The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract workmen. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. The contractor should educate the contract workmen in registering the attendance through the system.
6. Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
7. If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
8. On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract workmen lose his/her card, the contractor shall arrange a duplicate card for the workmen by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
11. The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

Common Terms and Conditions for Works Contract relevant to Safety:

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan.

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10. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
11. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
12. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

ANNEXURE-III
GENERAL CONDITIONS OF CONTRACT

1. Definition:

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **AGM** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **AGM** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Manager/Stores (Valves) authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the *NEGOTIABLE INSTRUMENTS ACT* as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the BHEL regulations.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. Work To Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. Deviations:

The contractor shall carry out any Scope of work as per instructions of Executing official.

5. Assignment of Transfer of Contract:

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Security Deposit:

(1) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:

a)	Up to Rs. 10 Lakhs	10% of PO Value
b)	Above Rs.10 Lakh & Up to Rs. 50 Lakhs	Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
c)	Above Rs.50 Lakh	Rs.4 Lakh + 5% of the amount exceeding Rs. 50 Lakhs

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in anyone of the following terms:

- i) Cash.
- ii) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- v) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl. No. (I to VI).
- vi) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which

may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

(2) Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9. Orders under the Contract:

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

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

10. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area AGM shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

11. Labour:

1. 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.
2. 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
3. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. Contractor to obtain license under CL(R&A) Act, 1970.

12. Precautions against Risk:

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

13. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **AGM** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

14. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

15. Cancellation of Contract for Corrupt Acts:

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

If the Contractor shall:

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

OR

b) enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

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

If the Contractor,

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

OR

b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **AGM**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

17. Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **AGM** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:
- c) BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **AGM** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

18. Termination of Contract on Death of Contractor:

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

19. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **AGM** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever

on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

20. Submission and Processing Of Bills:

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

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

21. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Documentary proof for payment of PF/ESI with individual names to be submitted.
- b) Copy of payment chellan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.

22. Recovery from Contractor:

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

23. Post- Technical Audit of Work and Bills:

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

24. Refund of Security Deposit:

The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

25. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for

damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager /Stores/Valves subject to prompt notification by the contractor.

26. Arbitration:

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **AGM** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

27. Signing Of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

PRICE BID FORMAT FOR ENQUIRY NO. 92415000067

Name of work: Works Contract for Operation and Maintenance for Gasifier & Gas Cleaning at CCDP for the year 2015-16

Name & Address of the Contractor:

Sl. No.	Description	UOM	Qty	Rate/unit (Rs)	Total (Rs)
1	Vessels/heat exchangers/equipments repair & maintenance	MT	500		
2	Pipe lines repair / maintenance/fabrication & erection	Meter	3000		
3	Fabrication / erection / repair & maintenance of structural items like columns, beams, floor grills & plates, supports etc.	MT	100		
4	Cleaning of bed material, coal, fly ash, bottom ash, ash slurry from all vessels of gasifier & gas cleaning system	m ³	1000		
5	Equipments cleaning of material, ashes, dusts etc.	m ²	1500		
6	Area cleaning floors, working area, surrounding area cleaning	m ²	10000		
7	Servicing of Rotating parts like coal feeders, extractors, pumps, gear boxes, conveyors etc.	Nos.	500		
8	Valves dismantling, servicing & connecting back (2" equivalent)	Nos.	1000		
9	Leak check & flow check through vessels, heat exchangers as a total system	Nos.	20		
10	Plant operation -No of vessels / equipments to be operated for smooth operation of gasifier & gas cleaning system (10 Nos. x 3 shifts x 45 days = 1350nos)	Nos.	1350		

NOTES

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. In case same rates are quoted by more than one contractor, ranking will be done based on the drawl of lot conducted in the presence of the contractors.
3. The rate quoted should be kept firm and valid for a period of one year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
4. Cumulative L1 only will be considered for placement of order (Package basis).
5. Service Tax is applicable at actuals as extra.

Contractor Signature

Contractor Seal