

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPPALLI-620 014**  
**MAINTENANCE & SERVICES**

Dt: 02.05.2015

**NOTICE INVITING TENDER**

1.	Name of work	Works Contract to carry out Local Stress Relieving operations in Tubular & Piping Products inside BHEL shops OP&C-Unit-I & II for the year 2015-16
2.	Location of work	OP&C-Unit-I & II, BHEL-Trichy
3.	Earnest Money Deposit	Rs. 2,00,000/-
4.	Last Date for Receipt of Tenders	28-05-2015 / 14:00 Hrs
5.	Date of Technical cum Qualification Bid Opening	28-05-2015 / 14:30 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/M&S/Planning, Maintenance & Service, 2&4 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 14.00 Hrs. on 28-05-2015 and the same are to be dropped in the Tender Box which is kept in the M&S, Ground Floor, 2&4 Bldg., BHEL, Tiruchirappalli-620014. Tenders will be opened by 14.30 (IST) on 28-05-2015 at M&S, Ground Floor, 2&4 Bldg., BHEL, Tiruchirappalli-620014. BHEL is not responsible for any postal delay. Tender box is available in the M&S, Ground Floor, 2&4 Bldg., BHEL, Tiruchirappalli-14.

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

- 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.
- The second envelope shall be sealed and super scribed as Technical Bid for NIT/Enquiry No.
- 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 28-05-2015 at 14.30 Hrs (IST).

**Note:**

- 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:
- The contract will be awarded for a period of 12 months from the date of ordering.
- The rates shall be firm for the entire period of the contract.
- 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.
- Evaluation of the offer shall be done on each item basis.**

**ANNEXURE-I/Part-1**

Tenders are invited from reputed contractors, **Certified by Director of Boilers, Tamil Nadu** (coming under Indian Boiler Regulations Act) for providing assistance under works contract to carry out Local Stress Relieving operations in Tubular & Piping Products inside BHEL - Trichy shops.

The scope of work is to provide assistance to carry out Local Stress Relieving operations in Piping Products inside BHEL-Trichy shops with vendor's labour including Instruments, Recorders, Panel box, wool materials etc. required for conducting those Stress relieving operations during day and night shifts enabling to match the requirements of production shops under works policy.

**Item Description**

<b>Sl. No.</b>	<b>Job Description</b>	<b>No. of Local SR Cycles</b>
1	Local Stress Relieving operation - Finger Element type to be carried out on Tubular Products at Bldg.50 & Unit-II, BHEL, Trichy	7709
2	Local Stress Relieving operation - Finger Element type to be carried out on Piping Products at Bldg.1, BHEL, Trichy	210
3	Local Stress Relieving operation - Finger Element type to be carried out on Piping Products at Unit-II, BHEL, Trichy	290
<b>Total LR-Finger Element type</b>		<b>8209</b>
4	Local Stress Relieving operation - Flexible pad type to be carried out on Tubular Products at Bldg.50 & Unit-II, BHEL, Trichy	1336
5	Local Stress Relieving operation - Flexible pad type to be carried out on Piping Products at Bldg.1, BHEL, Trichy	140
<b>Total LR-Flexible pad type</b>		<b>1476</b>

**Scope for Localized PWHT of Headers, Piping Products, Tubular products, Vessels & Drums-Components at BHEL Unit-I & II**

1. Sub-contractor shall bring the Heat Treatment facilities, including heating elements such as Finger elements, Flexible Heating Pads etc. Recorders, Power cables with Safety Hose, Thermocouples, and insulation materials for conducting PWHT at BHEL works at Unit-1/Bldg.1. Recorders and thermo couples should have been calibrated. Certificate should be provided.
2. Persons conducting the heat treatment should be aware of various HT cycles.
3. Suitable trained persons having previous experience in conducting various HT cycles & HT chart cleared by IBR are required. All safety precautions to be taken care by the persons.
4. Heat treatment involves the following elemental operations,
  - a. Wound around the HT location with resistance heating elements with insulation pad for 300mm on either side.
  - b. Providing of thermocouple arrangement to the job & recorder.
  - c. Calibration of thermocouple, the recorder and recorder settings to be done to ensure the required HT temp at root of the joint (ID).
  - d. Connection to the appropriate power source.
  - e. Maintain rate of heating, soaking time & rate of cooling during HT cycle. Repeat the cycle when power interruption occurs.
  - f. Preparation of HT chart and getting it cleared by BHEL QC/IBR
5. Details of PWHT cycles required are as below.

Sl. No.	Base Pipe Material Specification	PWHT Temperature
1	SA 106 GRC	615 ± 20°C
2	SA 335 P11/P12	655 ± 15°C (Min of 650 for ASME Jobs)
3	SA 335 P22	695 ± 15°C
4	SA 213 T23	720°C-740°C (If P4+T23, 745±15 (P5A+T23)
5	SA 335 P91/SA 213 T23	760 ± 10°C

Pads or Coils may have to be wound on both sides of the pipe thickness depending upon the requirement. Soaking time varies from 30minutes to 2.5 times the job thickness.

6. The Exact parameters of PWHT for each job will be provided by respective shop with resistance to OPS before the start of the cycle.
7. All process shall be processed with the approval of shop QC. All charts to be cleared by BHEL QC & Inspector of boilers.
8. Sufficient man power and equipments to be arranged by vendor for running cycles in all 3 shifts.
9. Facilities like Power supply, Crane for job handling will be provided.
10. Payment against Certification by Shop, QC & OP&C.
11. The Labour identified are to be covered with Statutory Obligations like PF, ESI & Minimum wage by their Employers.

**Special Instructions:**

1. Evaluation of the offer shall be done on each item basis.
2. It is proposed to split the tendered quantity amongst successful tenderers , who are accepting to match the L1 rate, in the following ratio
  - a) Item No. 1 amongst five vendors for Finger type Element
  - b) Item No. 2 amongst two vendors for Flexible pad type
3. Those contractors who matches with L1 rate will be considered as per the offered rate (seniority-wise) so on and so forth.
4. H1 contractor will not be considered for **counter offering**.

**The Manner of Distribution ratio is shown below in the tabular form,**

**Item Nos. 1 & 2(In Price Bid format Sl.No.1&2) amongst five vendors**

No. of vendors agreeing to match L1 rate	L1%	L2%	L3%	L4%	L5%
5 Vendors	40	25	15	10	10
4 Vendors	50	25	15	10	
3 Vendors	50	30	20		
2 Vendors	60	40			
Only L1	100				

**Item Nos. 3 & 4 (In Price Bid format Sl.No.3&4) amongst two vendors**

No. of vendors agreeing to match L1 rate	L1%	L2%
2 Vendors	60	40
Only L1	100	

5. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders.
6. Load will be distributed among the qualified vendors according to the facilities & capacity available with the vendors i.e. Based on No. of Recorders and Panel Boxes available.
7. If same rates are quoted by more than one vendor, ranking will be based on drawal conducted in the presence of Contractors.
8. BHEL does not guarantee ordering of any minimum quantity.
9. Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
10. All the Statutory Obligations such as ESI, PF, Labour Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the

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above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.

11. In case contract is not executed by any vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
12. Also the contract will be executed through other contractors and any additional cost incurred will be recovered from any of their dues.
13. Payment shall be made against Certification by shop QC & OP&C.

### **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 execution of similar stress relieving operations earlier at BHEL / any other Organisation if already executed) (Document to be attached)**		
2.	Copy of Certificate issued by Director of Boilers to carry out Local Stress Relieving operation		
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) - if such contracts executed already		
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. 2, 00,000/- (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.	Workmen should attend in both Morning & Night Shift (Ist & IInd Shift) Ist Shift Time - 8:30 AM to 17:00 PM & IInd Shift Time - 17:00 PM to 1:30 AM		
10.	List of Machineris Viz. Number of Recorders, Panel Boxes etc. available (Details to be attached)		
11.	Confirmation to SCOPE OF Work, Conditions Covering the Contract & Special instructions		

\*\*However, in case contractors do not have valid certificate from the Director of Boilers, they have to submit a declaration that they furnish the same within 30 days of intimation of Letter of Intent failing which their EMD will be forfeited and / or any other action as per our suspension of business dealing policy guidelines of BHEL. Only on furnishing the certificate within the prescribed time, LOI will be converted into letter of contract award.

**Documents to be attached** to prove Financial soundness of the firm (in any of the following manner given below), for any two consecutive years out of four years i.e. 2011-12, 2012-13, 2013-14, 2014-15 (either) copy of Income tax submission acknowledgement (or) Audited Profit & Loss account and Balance sheet indicating CA membership number. Bidders need to submit the relevant supporting documents fulfilling the above condition.

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 dt 08.04.2014, the following additional wages per month has to be paid over and above minimum wages declared by Tamil Nadu Government to labours 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. 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.
23. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
24. The bill should be submitted within a week after execution of work during the calendar month @one bill per month.
25. 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.
26. BHEL -Trichy reserve the right of awarding the contract to more than one contractor.
27. 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.
28. 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.
29. 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 c 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. 9241500045**

**Name of work:** Works Contract to carry out Local Stress Relieving operations in Tubular & Piping Products inside BHEL shops OP&C-Unit-I & II for the year 2015-16

Sl. No.	Job Description	No. of Local SR Cycles	Rate per Cycle (in Rs.)
1	Local Stress Relieving operation – Finger type Element Tubular Products.	7709	
2	Local Stress Relieving operation – Finger type Element Piping Products.	500	
3	Local Stress Relieving operation – Flexible pad type Tubular Products.	1336	
4	Local Stress Relieving operation – Flexible pad type Piping Products.	140	

**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. 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.
3. H1 price will not be considered for counter-offer.
4. Service Tax is applicable at actuals as extra.

Contractor Signature

Contractor Seal