

**Bharat Heavy Electricals Limited****(A Govt. of India Undertaking)****Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu****CONTRACTS DEPARTMENT****Contact No. 04333-279554****Email: mthangam@bheltry.co.in****Tender No: PPU: WC:15:039****Tender Notice****Dt. 11.04.2016**

Sub: Two Part OPEN Tender Inviting Technical and Price Bid for “**Maintenance contract on call basis, for maintenance of refractories in furnace(s) at BHEL, Thirumayam**”.

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

Scope of work:	“Maintenance contract on call basis, for maintenance of refractories in furnace(s) at BHEL, Thirumayam”.
Duration of Contract:	18 months
Commencement of Work	Within 15 Days from the date of Letter of Intent (LOI)/Work Order.
Last Date / Time for receipt of tender:	14.00 hrs. on 25.04.2016
Date / Time for opening of Technical Bid:	14.30 hrs. on 25.04.2016
Date / Time of Reverse Auction / Price Bid Opening:	The Bidders who are technically qualified will be called for Reverse Auction / Price Bid Opening. The Date / Time of reverse auction / Price Bid Opening will be intimated to the Qualified Bidders separately.
EMD	<p>₹20,000/- (Rupees Twenty Thousand Only) to be submitted in the form of DD only in favour of “BHEL” Payable at Thirumayam, Pudukkottai Dist.”.</p> <p>Note : Exempt from the payment of EMD along with Tender is allowed for the bidders who</p> <ul style="list-style-type: none"> • Have paid one time EMD of Rs 2 Lakhs at BHEL-PPPU, Thirumayam • are Joint Venture companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions • Have produced valid NSIC or MSME Certificate (Attested Copy). <p>(Bidders should suitably apply for availing exemption from EMD by submitting any of the above listed documents along with the request letter.)</p>

SPECIAL INSTRUCTIONS:

- This Tender is subject to meeting 1. Pre-Qualification Criteria, 2. Scope of Work, 3. Work specific terms & conditions, 4. Commercial Terms & Conditions, 5. Conditions Related To The Welfare Of Labour 6. General Terms and Conditions.
- Bidder should furnish all the General & Technical Details asked in the “TECHNICAL BID”. Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- The Pre-Qualification Criteria, Scope of Contract, Work specific Terms & Conditions, Commercial Terms & Conditions, and General Terms and Conditions, Certificate of compliance and all General & Technical details asked in “TECHNICAL BID” shall be duly signed under Company seal in all pages and placed in One cover duly superscripting the cover “**TECHNICAL BID**” (**Annexure - A**) and submitted.
- Bidder should furnish the RATE in the enclosed “**PRICE BID**” format (**Annexure - B**) and the same shall be duly signed with seal and placed in a separate cover duly superscripting the cover “**PRICE BID**” and submitted.
- **EMD** should be submitted in a separate cover duly **superscripting the cover “EMD”**.
- **Totally there will be 3 Separate covers.**

Cover Title	Pages of Tender document	Other required documents
Technical Bid	1 to 23	Copy of Pre-qualification criteria supporting documents listed in page 3 of tender document - All stapled together or Spiral bound

Place
DateSignature of the Bidder
(NAME & ADDRESS WITH SEAL)



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Price Bid	24	Nil
EMD	25	Covering letter, Demand draft or copy of EMD Exemption proof, Signed cancelled cheque.

- All the 3 covers as stated in (f) shall be placed in a **common sealed cover and submitted** before the said due date as given above **superscripting Cover Title, the tender No. & Date and Due Date.**
- **Any deviation to this tender terms & conditions and schedules of this tender will lead to total disqualification of the offer submitted.**
- At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the Bidder specifying the purpose. Also the specimen signature of the representative should be attested.
- BELATED and incomplete bids will not be accepted.

Thanking you,
For Bharat Heavy Electricals Ltd.

M.Thangam
Senior Manager/ Contracts,
Power Plant Piping Unit
BHEL -Thirumayam - 622507
Contact No. 04333-279554

Note:-

- I. The bids shall be sent to the above address. It may please be noted that the tender box is kept at Contracts department, which is located at a walking distance of 10 minutes from PPPU entry Gate No. 5. The time of submission needs to be planned accordingly.
- II. The offer (Common Sealed Cover) can be sent through Post/Courier/Person and the same has to be dropped at the tender box only.

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I. PRE - QUALIFICATION CRITERIA

1. Earnest Money Deposit (EMD) – ₹20,000/- (Rupees Twenty Thousand Only)
2. The Bidder should have valid Income Tax **PAN Card**. Documentary proofs / Xerox copies are to be enclosed.
3. The Bidder should have valid Service Tax registration number (If applicable) otherwise has to submit a Self-Declaration of "Non Applicability of Service Tax" (Format enclosed with this tender document) on their Company's Letter Head.
4. The Agency could be a Proprietorship/ Partnership Firm/LLP/One person Company/Private Limited Company/Public Limited Company/Trust/Society in this line of service / business - documentary proof / Xerox copy to be enclosed.
5. The bidder should have experience in furnace refractory repair work for a period of 6 months within last 10 years as on 31-03-16 for any of the works listed below
 - **Laying of refractory bricks, Removal and disposal of damaged refractory brick**
 - **Maintenance of ceramic wool / lining**
 - **Maintenance of Burner Block**The proof (work order copy, satisfactory work completion certificate etc.) shall be attached along with the offer.
6. On award of contract, the successful bidder shall comply with all the statutory requirements of **PF & ESI / GI** rules & regulations for their workmen deputed for this work. An undertaking of acceptance has to be given.

NOTE:

- Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.
- The Pre-Qualification Criteria details as per **Annexure - A** to be filled & submitted with supporting documents for BHEL reference and verification. Documents submitted with the offer shall be signed & stamped in each page by authorized representative of the bidder, without which bids will not be considered for further evaluation

II. SCOPE OF WORK:

1. Refractory Maintenance:

1.1. Removal and disposal of damaged brick:

Breaking, Removal & disposal of damaged refractory fire bricks/Insulation bricks/fire clay mortar / castables on the constructed wall / hearth / door / Bogie of the furnace as per Instruction of BHEL site Supervisor. The breaking & removal of refractories at identified area shall be carried out with utmost care to minimise the debris generation. The better refractories (which can be used further) shall be handled with care and shall be stacked properly to avoid damage.

1.2. Laying of brick:

Construction / laying / positioning of refractory bricks / castables on wall / Bogie / hearth, door of the furnace using refractory fire bricks / insulation bricks and binding fire clay mortar / castables cement as per Instruction of BHEL site in-charge.

2. Maintenance of ceramic wool / lining:

2.1. Removal of ceramic wool:

Removal of damaged / burnt cup locks/ceramic wool / module / lining / blanket, insulation lining of different densities from the door, hearth, wall roof etc. of the furnace. The damaged/burnt/ removed glass wool/debris and generated waste shall be collected in a bin and disposed to the identified disposal location as per the instruction of site in-charge.

2.2. Positioning and fixing of blanket:

Positioning and fixing of ceramic blanket / fibre insulation lining in form of blanket of different densities on studs / wall / hearth / door/ roof etc. of furnace and locking them with the cup locks or with the metal locks as per the instruction of site in-charge. All the cup-locks shall be closed with refractory mortar.

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2.3. Laying of ceramic module:

Laying / fixing of ceramic modules in the hearth of furnaces. The modules shall be handled with care. The modules shall be properly locked after proper positioning.

2.4. Welding of anchors stud etc:

Welding of the anchors on the metallic surface prior to applying the refractory castables. All the welding spots shall be properly cleaned by cleansing agent to remove the rust etc.

3. Maintenance of Burner Block:

3.1. Removal and fixing of Burner block:

Removal of damaged burner block from the wall / hearth of the furnaces and the same shall be disposed to the identified location as instructed by site in-charge. The removal of the damaged burner blocks shall be carried out in such a way that there shall be minimum waste generation. Installation and placement of new burner blocks with binding mortar and cement at the location from where the burner blocks were removed. The new burner blocks shall be fixed immediately after the removal.

III. WORK SPECIFIC TERMS & CONDITIONS:

1. All the above stated work shall be carried out by a single contractor at PPU BHEL Thirumayam. Contract will be awarded to cumulative L1 of all the items.
2. The work is required to be executed as on when requirement based on call from BHEL Thirumayam. Vendor will be called with 1 day prior intimation.
3. All the raw materials required for the above schedule of works will be provided by BHEL at factory stores / department storage place, at free of cost. 1 set of welding machine will be given to supplier for the welding purpose.
4. Consumables, cleaning agents, electrodes etc., required for the above work will be supplied by BHEL at free of cost.
5. Crane will be provided by BHEL (if required) at free of cost for lifting assistance.
6. All the hand tools and accessories required for the above work has to be arranged by the contractor of his own.
7. For movement of raw materials and debris generated, vendor has to infuse their own labour and vehicle for movement. However, hand trolley (manual) may be arranged by BHEL for the purpose on returnable basis by advance requisition in writing to site in-charge.
8. The contractor or his crew should handle the machinery and other equipment entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair improper handling of machinery and equipment will be recovered from the contractor.
9. Suitable skilled workmen shall be deployed to execute the work, who have experience in the refractory maintenance works. Vendor has to depute one supervisor for co-ordination and monitoring of the work progress and completion.
10. All safety PPE's (Personal protective equipment as mask, respirators, hand gloves, safety shoes, safety helmets etc.) shall be provided to the workmen by the contractor. Safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations. 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.

IV. COMMERCIAL TERMS & CONDITIONS:

Sealed Tenders for the work enclosed are hereby invited from contractors meeting the qualifying criteria as stated. Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each and every page of the tender document including corrigendum & the drawing attached if any, while submitting their bid.

01. RATE:

- a) Unit rates should be quoted in figures as well as in words with reference to the item shown in the attached schedule. These rates shall be for the specified work in site.

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- b) Rate for the item of the tender schedule should be quoted in Rupees and paise only as per the Work / Rate schedule both in figures and words. In case any difference in rates quoted to figures and in words, the rate quoted in words will be taken as the tendered rate.
- c) Rates should be quoted as per the **Price bid format**. Rates quoted in any other form will not be accepted and will be rejected.
- d) Contractor has to ensure that all statutory payment as per Minimum Wages Act / Payment of Wages Act etc. and BHEL additional monthly payment (as indicated in Welfare Conditions) to be taken care of while quoting. No claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.
- e) If, in the price structure quoted for the required goods services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- f) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- g) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (e) and (f) above.
- h) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- i) **The rates quoted should be exclusive of Service Tax and inclusive Swachh Bharat Cess and any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.**
- j) All entries in the tender documents should be made in one ink. Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Tenderer concerned.
- k) Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour.
- l) The rates quoted in the tender shall remain valid initially for a period of at least "THREE MONTHS" from the date of opening of Technical bid. After successful award of contract, these rates shall be firm throughout the contract period.
- m) Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.
- n) Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- o) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.
- p) Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.
- q) In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
- r) Every tender must be accompanied by Earnest Money Deposit in the form of Pay order or Demand Draft in favour of BHEL, Thirumayam. EMD shall not carry any interest.
- s) This Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work. If the bidder withdraws his offer after submission of tender or after acceptance of tender or fails to start the work, the EMD shall be forfeited.

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- t) All payments from BHEL in view of the execution of the contract are liable for IT (TDS), Service Tax, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.
- u) BHEL reserves the right to
- Cancel the tender at any stage.
 - Finalize the contract through Reverse Auction / Price Bid Opening.
 - Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
 - Decide on equally distributing and awarding the work to two or more vendors if same L1 rate is quoted by many vendors.
- v) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- w) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

For all Information and general terms & conditions governing RA, kindly refer **Annexure – E**, below.

Annexure – E

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

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10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

02. PAYMENT TERMS:

The contractor has to submit all the relevant records / Log books / Log sheets to the user department for verification. The bill (in triplicate) may be submitted after execution of each call. 100% payment will be made for the completed work, on acceptance of BHEL Engineer/site in-charge.

03. CONTRACT PERIOD:

- a. The contract execution period will be **18 Months** from the date of issue of LOI.
- b. If required, BHEL reserves the rights to extend this subject contract for further period under same terms and conditions subject to mutual acceptance of both parties.
- c. The contract may be terminated by BHEL due to violations or non-performance of the contract conditions by giving one month's notice.

04. PENALTY

Vendor shall start the work within 24 hour from the call. In case, if the work is not started within the 36 hour from the call, penalty of Rs.100 per hour will be levied.

05. RISK PURCHASE:

In the event of any successful Tenderer, after award of LOI / Contract fail to fulfil any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, as per contract/Contract agreement, BHEL will exercise their right to arrange and execute the same through alternate vendor/departmentally at the RISK and COST of the service provider and excess expenditure if any incurred will be deducted from the subjected Service provider's running bill / Security Deposit.

For this purpose, the modus operandi will be as follows:-

- a) BHEL will address by mail to all technically qualified vendors, and call for a price bid alone, giving only three days' time from the date of mail. The L1 rate obtained by this way, if acceptable to BHEL, Risk purchase order will be issued to L1 vendor.
- b) The additional expenditure / difference in Cost, if any, including consequential cost shall be recovered from the defaulted vendor.
- c) The decision of BHEL with regard to arriving at the total cost of recovery from the vendor shall be final.
- d) It shall be noted that both Penalty clause and Risk Clause will be imposed on contractor if the contractor fails to provide the service.

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V. CONDITIONS RELATED TO THE WELFARE OF LABOUR

- 1) The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts.
- 2) The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
- 3) The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan for the engaged labour has to be submitted for bill processing.
- 4) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.
- 5) The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 6) In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
- 7) The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- 8) The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

The minimum wages applicable for the year 2015-16 is given below:

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.123.00	Rs.176.00	Rs.299.00	Rs.3690.00	Rs.4575.00	Rs.8265.00
2	Semi-Skilled Worker	Rs.133.00	Rs.176.00	Rs.309.00	Rs.3990.00	Rs.4575.00	Rs.8565.00
3	Skilled Worker	Rs.139.00	Rs.176.00	Rs.315.00	Rs.4170.00	Rs.4575.00	Rs.8745.00
4	Supervisor				Rs.3956.00	Rs.4575.00	Rs.8531.00

Apart from the above, an additional monthly payment of ₹ 3200/- for Unskilled, ₹ 3700/- for Semi-Skilled worker and ₹ 4100/- each for Skilled worker is to be ensured.

- If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
- The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
- A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.

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

- 1) The Workmen Compensation Act 1923,
- 2) The Payment of Wages Act 1936 and the related Tamil Nadu Rules ,

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- 3) The Industrial Disputes Act 1947,
- 4) The Factories Act 1948 and the related Tamil Nadu Rules ,
- 5) The Minimum Wages Act 1948 and the related Tamil Nadu Rules ,
- 6) Employee's Provident Funds & Miscellaneous Provisions Act 1952,
- 7) The Payment of Bonus Act 1965,
- 8) The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules,
- 9) The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamil Nadu Rules,

Checklist for Documents to be submitted to HR/Welfare Section*

Sl.No	Document type	Scheduled Date	Periodicity	Remarks
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract Labour (R&A) Act	On commencement and Completion of the Contract	Twice (Once on commencement and once of completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B (to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
7	Wage Register	To be submitted on or before 5th of every month	Monthly	1. Should show PF deduction for each employee 2. to be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 5th of every month	Monthly	
9	Monthly Entry Format	To be submitted on or before 25th of each month	Monthly	
10	Canteen Usage Request format	To be submitted immediately on award of contract	One time / as and when there is a change in the number of contract workers	The Canteen timings as intimated by BHEL management are to be adhered to

Place
Date

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Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu
CONTRACTS DEPARTMENT

Contact No. 04333-279554

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Checklist for Documents to be submitted to HR/Welfare Section*

Sl.No	Document type	Scheduled Date	Periodicity	Remarks
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* The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required.

- 9) The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- 10) The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10th day of the following month.
- 11) All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- 12) Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 13) Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency in both.
- 14) The Contractor shall ensure the disbursement of wages in the presence of such authorized representative of BHEL Management.
- 15) The above payment shall be verified by the authorized officer / representative of BHEL with the following certificate of the payment sheet "Certified that the amount shown in Column No..... has been paid to the workmen concerned in my presence onat....."
- 16) A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in Form 'A'.
- 17) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.
- 18) Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this following form :
 - a. Serial Number
 - b. Location
 - c. Period of work
 - d. No. of contract labour engaged during the month
 - e. No. of days worked
 - f. No. of men worked
 - g. Wages paid to workers

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

- 1) The following documents / formats under Contract Labour (Regulation & Abolition) Act 1970 and Tamil Nadu Rules thereunder shall be maintained by each contractor.
 - a) Register of persons employed by the Contractor
 - b) Employment Card
 - c) Service Certificate
 - d) Muster Roll, Wage Register, Deduction Register, Wage slip, Overtime Register, Register of Fines, Register of Advances etc.
- 2) The Contractor shall display the abstract of the Contract Labour (Regulation&Abolition) Act and the Rules thereunder both in English and Tamil.
- 3) Half yearly Return shall be sent by the Contractor in duplicate to the Licensing Officer.

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- 4) The Contractor shall submit the returns required under the Contract Labour (Regulation & Abolition) Act 1970 periodically to BHEL Management.
- 5) The Contractor shall without fail give upto date information in writing of the attendance of the workers employed by him.
- 6) The Contractor shall ensure that his workers keep and produce their Employment Card when coming to duty and take them back when leaving duty.
- 7) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by Inspector or any authority under the Act.

WORKING HOURS AND WORKING CONDITIONS

- 1) No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said day.
- 2) The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen are booked for work on Sunday.
- 3) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.
- 4) The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- 5) The Contractor shall give four paid National Holidays to his workers, viz., 26th January, 1st May, 15th August and 2nd October.
- 6) The Contractor shall ensure that his workmen vacate the premises after the shift is over.
- 7) The Contractor shall give leave with wages to his workmen who have worked for a period of 240 days or more in the Factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose services commences on a day other than the first of January shall be entitled to leave with wages at the above rate (One day for every 20 days of work) only if he had worked for a minimum of 2 /3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- 8) No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 a.m. and 7.00 p.m.
- 9) The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

VI. GENERAL TERMS & CONDITIONS:

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

- a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

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- 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 Head of Dept./Executing Dept., to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.
- f) BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Executive/CONTRACTS/PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

03. WORK TO BE CARRIED OUT:- The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

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

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

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

07. COMPLIANCE TO REGULATIONS AND BY-LAWS: - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

08. SECURITY DEPOSIT:-

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

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

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The Security Deposit shall be deposited before start of the Work. Failure to remit the Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate BHEL for any loss. EMD in such cases shall be forfeited.

The Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act) – at present not applicable to BHEL/Thirumayam.
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum validity covering the contract period + 2 months & maintenance period if any.
- vi) In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT/PPPU, BHEL Thirumayam.
- vii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and with minimum validity covering the contract period & maintenance period if any.
- viii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement.

No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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

09. REFUND OF SECURITY DEPOSIT:- Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.

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

11. CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HOD/Executing Dept., to act in his stead.

- Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

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- The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.
- BHEL-PPPU, THIRUMAYAM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. LABOUR:- The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

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

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

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

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

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

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

If the Contractor shall:-

- Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.
OR
- Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-

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

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If the Contractor,

- o 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
- o 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
- o Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
OR
- o Fails to carry out the work and unauthorized absence for more than 3 days.

Whenever BHEL exercise the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by EXECUTIVE/CONTRACTS/PPU which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.

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

18. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

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

19. 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.

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- 20. 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 HOD/Contracts Dept. or his authorized representative, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
- 21. RECOVERY FROM CONTRACTOR:-** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.
- 22. 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.
- 23. FORCE MAJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive/Contracts/PPPU subject to prompt notification by the contractor.
- 24. 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 HOD/Executing Dept. / Contracts Dept., or Accepting Officer of the contract expressed to be final and conclusive shall be after written notice by either parties to the contract be referred to the sole Arbitration of Head of Unit / PPU-BHEL, or other Officers of BHEL appointed as Arbitrator, by the Head of Unit of PPU-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.
- 25. SIGNING OF CONTRACT:-** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.
- 26. STATUTORY REQUIREMENTS:**
- o All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
 - o Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
 - o Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 - o Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

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- o Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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

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

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

30. FRAUD PREVENTION POLICY:- The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31. SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950

- Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.
- Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.
- Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.
- Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The following safety measures should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be provided.
14. The speed restrictions within the factory premises must be strictly adhered to.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu
CONTRACTS DEPARTMENT

Contact No. 04333-279554

Email: mthangam@bheltry.co.in

Tender No: PPU: WC:15:039

Tender Notice

Dt. 11.04.2016

15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly nin trusses, girders, roofing etc., of industrial and high roof buildings.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personal protective equipment conform with standard specification as per the details given in the code of conduct.

Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

Place
Date

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MSE VENDORS:-

MSE suppliers can avail the intended benefits only if they submit along with the offer, **attested copies of either EM II certificate** having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with **attested copy** of a CA certificate (Format is provided below where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

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

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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CERTIFICATE OF COMPLIANCE

To

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

Sir,

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

1. Technical Bid
 - a) Pre-Qualification Criteria ,
 - b) Scope of Contract,
 - c) Work Specific Terms & Conditions,
 - d) Commercial Terms & Conditions,
 - e) General Terms & Conditions.
2. Price Bid

Total No. of Pages – 24+1 (RTGS/NEFT Format)

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

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

Draft of..... Bank bearing No.....dated.....for an amount of
₹ _____ /- (Rupees _____ only) Or one time EMD CR ref (of PPPU,
Thirumayam Only) _____ is submitted in a separate cover towards EMD Or any other document
_____ for exemption from EMD.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu
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TECHNIAL BID

A1. PRE - QUALIFICATION CRITERIA DETAILS:

ANNEXURE – “A”

S NO	ELIGIBILITY CRITERIA	BIDDER'S RESPONSE	
*01	EMD (₹20,000)	DD No. _____ Date _____ Drawn from _____ (Bank) for Rs. _____ / (Rupees _____ only) (Or) One time EMD of ₹2 lakhs remitted at BHEL Thirumayam only. CR ref: _____ (in the form of DD only). Or any other document _____ _____ for exemption from EMD.	
*02	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on company/Firm/Business	PAN No. – _____ PROOF ATTACHED / PROOF NOT ATTACHED	
*03	The Bidder should have valid Service Tax registration number (If applicable) otherwise has to submit a Self-Declaration of “Non Applicability of Service Tax” (Format enclosed with this tender document) on their Company's Letter Head.	Ref : _____ (Proof shall be attached)	
*04	Company Status (Proprietorship/ Partnership Firm/LLP/One person Company/Private Limited Company/Public Limited Company/Trust/Society) (Proof to be attached)	Company status : _____ Proof attached / proof not attached	
*05	The bidder should have experience in furnace refractory repair work for a period of 6 months within last 10 years as on 31-03-16 for any of the works listed below <ul style="list-style-type: none"> • Laying of refractory bricks, Removal and disposal of damaged refractory brick • Maintenance of ceramic wool / lining • Maintenance of Burner Block The proof of work (order copy, satisfactory work completion certificate etc.) shall be attached along with the offer.	Ref : _____ (Proof shall be attached)	
*06	On award of contract, the successful bidder shall comply with all the statutory requirements of PF & ES/IGI rules & regulations for their workmen deputed for this work.	Accepted	Not Accepted
07	Willingness to participate in Reverse Auction(RA)	Accepted	Not Accepted

NOTE: Documents submitted with the offer shall be signed & stamped in each page by authorized

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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representative of the bidder, without which bids will not be considered for further evaluation.

*These items are essential for qualifying the vendor and those qualified offers only will be considered for evaluation.

A2. GENERAL DETAILS:

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

Declaration:

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

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
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For Vendors whose taxable services have not exceeded Rs. 9 Lakhs & Service Tax is not applicable to them.

(FORMAT IS TO BE TYPED ON COMPANY'S LETTER HEAD ONLY)

To,
HOD
Contracts / PPPU
BHEL, Thirumayam

Date – ___/___/2016

REF: Tender No. **PPPU:WC:15:039** Dt. **11.04.2016** for "Maintenance contract (AMC) on call basis, for maintenance of refractories in furnace(s) at BHEL, Thirumayam".

DECLARATION

I, _____, Proprietor/Managing Partner/Managing Director/CMD of M/s _____ whose registered address is _____,

hereby declare that the aggregate value of the taxable services provided during the financial year 2014-15 has not exceeded Rs. 9 Lakhs. Therefore, I/We have not registered with Superintendent of Central Excise as per Section 66B of finance act 1994 read with Notification No 26/2005-ST dated 07.06.2005.

I/We also certify that our aggregate value of taxable services provided from 01.04.2015 till date has not exceeded the above threshold limit.

I/We also certify that in future during the running period of the contract if the aggregate value of the taxable services exceeds the threshold limit as per the above mentioned notification, we will register and submit the copy of certificate of registration-ST-2.

Authorized Signatory with address

* Person providing taxable services in excess of rupees Nine Lakhs per annum (but less than Rupees Ten Lakhs) will have to register with Superintendent of Central Excise under Service Tax Provisions [Notification No. 26/2005-ST, dated 7-6-2005], though they will be eligible for exemption if turnover is less than Rupees Ten Lakhs per annum.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

PRICE BID FORMAT

Annexure - B

SL. NO	DESCRIPTION	QUANTITY (A)	UNIT OF MEASURE	Rate per Unit (₹) (B) (Excluding of Service Tax and inclusive of Swachh Bharat cess and all other Taxes)	Net Amount (₹) (C)=(A×B) (Excluding of Service Tax and inclusive of Swachh Bharat cess and all other Taxes)
1	Refractory Maintenance :				
1.1	Removal and disposal of damaged brick	300	M3	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
1.2	Laying of brick	300	M3	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
2	Maintenance of ceramic wool / lining :				
2.1	Removal of ceramic wool	100	M3	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
2.2	Positioning and fixing of blanket	60	M3	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
2.3	Laying of ceramic module	20	M3	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
2.4	Welding of anchors stud etc.	100	NO	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.
3	Maintenance of burner block :				
3.1	Removal and fixing of Burner block	50	NO	₹ _____/- Rupees _____ _____ Only.	₹ _____/- Rupees _____ _____ Only.

IMPORTANT NOTE:

L1 will be decided based on the MINIMUM OVERALL TOTAL VALUE OF "C" covering all the items.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)

RTGS/NEFT FORM

To
THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor										
02	VENDOR CODE assigned by BHEL										
03	BENEFICIERY'S NAME										
04	ACCOUNT TYPE (SB/CA/CC/OD)										
05	BANK ACCOUNT NUMBER										
06	NAME & ADDRESS OF THE BANK										
07	BRANCH CODE										
08	BRANCH IFSC CODE									X	X
09	BRANCH MICR CODE										
10	NAME OF AUTHORISED SIGNATORY										
11	EMAIL ID										
12	PAN NO.										
13	TELEPHONE/MOBILE NO.										

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **Original cheque leaf / cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's)
Signature Under Bank stamp and Name Seal
with Membership No.....
(Telephone / Mobile No)

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of Contracts

Finance/Bank

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)