



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

QUALITY CONTROL DEPARTMENT

TITLE OUT SOURCING OF DOCUMENTATION WORK OF IBR, NUCLEAR AND OTHER CUSTOMER REQUIREMENTS	Phone: +91 431 2575541 Fax : +91 431 252 0730 Email : sekar@bheltry.co.in
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	Reference Number: Enquiry- BHE:QC:NCA:DOC:OS5 :2014	Enquiry Date: 16.04.2014	Due date for submission of quotation: 12.05.2014
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You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

Sealed Tenders are invited by DGM/QC for rate contract with reputed agencies OUT SOURCING OF DOCUMENTATION WORK OF IBR, NUCLEAR AND OTHER CUSTOMER REQUIREMENTS subject to terms and conditions of Tender Specification No: BHE:QC:NCA:DOC:OS5:2014

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "**BHE:QC:NCA:DOC:OS5:2014**"

Tenders should reach us before 14:00 hours on the due date
Technical bid will be opened at 15.00 hours on the due date
Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.

Yours faithfully,
For **Bharat Heavy Electricals Limited**
DGM
Quality Control
New Quality Building(Ground Floor)
BHEL,Trichy-14
Ph:0431-2575541
Fax:0431-2520730
Email: sekar@bheltry.co.in



Bharat Heavy Electricals Limited

High Pressure Boiler Plant
Quality Control Department
Tiruchirapalli 620 014 , India

AN ISO 9001 COMPANY

2/3
Phone : 0431-2575541
Fax : 91-(0431)-2520730
e-mail : sekar@bheltry.co.in

Enquiry No. BHE:QC:NCA:DOC:OS5:2014

Date: 15.04.2014

SUB: Enquiry for OUT SOURCING OF DOCUMENTATION WORK OF IBR, NUCLEAR AND OTHER CUSTOMER REQUIREMENTS

BHEL, Tiruchirappalli is interested in utilizing the services for "**Documentation Work of IBR, Nuclear and other customer requirements**" Under the close supervision of BHEL Quality Control from experienced and reputed agencies. **The contract term is two years.** The Bidders who fulfil the eligibility criteria as prescribed in the Enquiry document may download the enquiry document and submit the offer as detailed below.

Bidders shall quote the RATES exclusive of service tax and education cess as applicable. The rate quoted will be valid for the entire contract period and no escalation of rate is admissible during the contract period. No other taxes or duties will be paid by BHEL other than the above.

However, additional financial implications on account of statutory changes and new levies subsequently introduced will be reimbursed by BHEL on production of documentary evidence.

We request you to furnish your quotation IN TWO PARTS viz.,

Part 1 – Technical Bid with details and EMD of Rs2,00,000/- as mentioned above.

NOTE-1: Without full details of any one of the above. The agency will be disqualified from Technical bid and become not eligible for price bid opening and all pages shall have original seal and signature of the Authorized persons.

Part 2 – Price Bid as per the enclosed format.

Technical BID (Part 1) and Price Bid (Part 2) shall be in separate sealed covers. Both the sealed covers should be sent together in one sealed cover clearly indicating the NIT Number, Enquiry Reference and Name of Work addressed to "**DGM/Quality Control , Ground Floor, New Quality Building, BHEL, Tiruchirapalli-620014**" on or before **12.05.2014 at 14.00Hrs.**

Part 1 – Technical Bid will be opened on **12.05.2014 at 15.00Hrs.** at DGM/Quality Control office in **Ground Floor, New Quality Building, BHEL** in the presence of the contractors / Authorised Representatives. Only the Technical bid meeting all the requirements shall be considered technically

suitable. BHEL shall have the rights to visit /interact with the clients of the bidders to verify their capability and strength. Any adverse remarks from BHEL sister units is liable for disqualifying from Technical Bid. The opening of price bid/ Reverse auction will be conducted only with those who are technically suitable after scrutiny by BHEL on a suitable date with due intimation.

Criteria for selection of L1 bidder

The lower most rate quoted by the bidder in the price bid/reverse auction for Part A activities will be the L1 bidder for Part A activities only.

The lower most rate quoted by the bidder in the price bid/reverse auction for Part B activities will be the L1 bidder for Part B activities only.

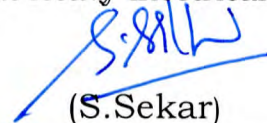
The contract will be awarded to each Li bidder separately.

If the same contractor quotes the lower most rates in both Part A& Part B, the contract will be awarded to the single L1 contractor. If the L1 bidder/bidders are not willing to undertake the contract, the contract will be awarded to the successive bidders who accept the L1 rate. In that case, EMD will not be returned to the original L1 bidder/bidders who is not accepting the contract.

Thanking you,

Yours faithfully,

For Bharat Heavy Electricals Limited



(S.Sekar)

Dy.General Manager
Quality Control

Encl:

Tender Specification-BHE:QC:NCA:Doc:OS5:2014 Dtd.16.04.2014



Bharat Heavy Electricals Limited

**High Pressure Boiler Plant
Quality Control Department
Tiruchirapalli 620 014, India**

Phone : 0431-2575541

Fax : 91-(0431)-2520730

e-mail : sekar@bheltrv.co.in

AN ISO 9001 COMPANY

Enquiry No.: BHE:QC:NCA:DOC:OS5:2014 Dt.16.04.2014

**Enquiry for
OUT SOURCING OF DOCUMENTATION WORK OF IBR, NUCLEAR AND
OTHER CUSTOMER REQUIREMENTS**

TENDER SUBMISSION LAST DATE:

12.05.2014 / 14.00Hrs

TENDER OPENING DATE:

12.05.2014 / 15.00Hrs

ADDRESS FOR COMMUNICATION:

**Deputy General Manager
(Nodal Agency for Works Contract)
Quality Control / New Quality Building
Bharat Heavy Electricals Limited
Tiruchirapalli – 620 014
Tamilnadu**

Contact Phone Number: 0431 – 2575541

e-MailAddress: sekar@bheltry.co.in



Bharat Heavy Electricals Limited
High Pressure Boiler Plant
Quality Control Department
Tiruchirappalli 620 014 , India.

AN ISO 9001 COMPANY

TENDER SPECIFICATION FOR

***OUT SOURCING OF DOCUMENTATION WORK OF IBR,
NUCLEAR AND OTHER CUSTOMER REQUIREMENTS***

SPECIFICATION NO. BHE:QC:NCA:DOC:OS5:2014

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SECTION I-QUALIFICATION AND ELIGIBILITY REQUIREMENTS

- 1.1 The Contractor should have a minimum of 3years experiencein similar function.
- 1.2 The workforce posted by the contractor has to work for a minimum of 8 Hours in 8.00 AM – 4.30 PM or some other shift timings of 8 hrs.duration as may be prescribed from time to time. If need arises shall have to work on Sundays, BHEL declared Holidays andin extended hours also.
- 1.3 Necessary Transportation facility for the workforce posted has to be arranged by the respective contractor to perform the activitiesinside BHEL complex.
- 1.4 The contractor shall have adequate MAN POWER to execute the daily activities.
- 1.5 The rate for contract will be the lower most rate quoted in the reverse auction.**ONLY SINGLE RATE is valid uniformly for the entirecontractperiod of 2 years.** No escalation of rate is admissible during the contract period. The rate quoted shall be exclusive of service taxand other taxes as applicable.
- 1.6 No other pre conditions along with your offer will be entertained by BHEL.
- 1.7 All infrastructure facilities to perform the entire Documentation activities like computer, laser printer, paper, binding materials and high speed scanner shall be provided by BHEL.
- 1.9 There will be fluctuations in work load. Hence, the contractor shall deploy the estimated Manpowerand plan for Documentation activities accordingly. Since these documents are Statutory in nature, all activities are to be carried out inside BHEL and the Contractors shall not be permitted to take any document in any form outside the factory premises.
- 1.10 The performance of the contractor will be monitored continuously by BHEL Quality Control and the performance rating will be communicated to The Head of the contract separately. In case of any unsatisfactory performance, the contractor is expected to take appropriate time bound corrective actions to improve the quality of service and feed- back shall be given to BHEL on the corrective actions taken.
- 1.11 The period of contract will be **two years** from the date of award of contract.
- 1.12 The contract can be extended for one yearbased on mutual agreement between BHEL and the contractor.

SECTION II -GENERAL REQUIREMENTS

1.0 INVOICE AND PAYMENT

- 1.1 The contractor shall submit the detailed work completion report every month to the Documentation section In-charge for verification of item wise physical Quantity completion. The Contractor shall have to maintain an attendance register which is subjected to verification by BHEL.
- 1.2 The Invoices with the work completion report shall be submitted to BHEL before 5th of every month for the previous month completion for making payment in time. Payment will be paid within 45 days from the date of submission of the relevant accepted invoices as per normal BHEL rules.

2.0 PERSONNEL WELFARE:

- 2.1 All Labour regulation laws like Provident Fund, ESI & Insurance are applicable either existing or enacted in future shall be strictly complied by the Contractor.
- 2.2 Safety, Provident fund, ESI, Insurance and all statutory requirements and BHEL safety rules and regulations are to be taken care by the Contractor. BHEL is not responsible for any injury or damage that is caused to the staff during working or otherwise.

3.0 INCOME TAX AND SERVICE TAX

- 3.1 Income tax, as applicable will be deducted at source at the rate applicable in accordance with statutory guidelines. PAN Number is to be furnished along with the offer.
- 3.2 Service tax, as applicable in accordance with service tax rules. Service Tax registration number shall be furnished along with the offer. Declaration for payment of Service Tax to the invoice claimed and evidence for the latest Service Tax payments shall be enclosed along with the invoice every month.

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SECTION III-INSTRUCTIONS TO BIDDER SCOPE OF WORK PART A & PART B

Brief scope for PART A& B

- Receipt, sorting and Maintenance of input documents
- Data entry in SAP system and verification
- Trial print out of Certificates for Verification for correctness by BHEL
- Final print of the certificate (All contents of certificates)
- Indenting drawings, trimming , folding, compilation and filing in order
- Compilation of booklets in order, affixing stamps and binding.
- Preparation of letters for IBR certificates / Inspection Reports
- Documents movement for signature/handing over
- Certificates status data feeding in SAP
- Scanning / Xeroxing Documents for certificate preparation / data storage
- Development of New programmes in SAP and corrections in the existing programmes.
- Enter daily inspection calls for Customer inspection

Detailed scope

PART A activities

A.1.1 - Receipt and Maintenance of history cards & Vendor certificates(Input Documents)

A.2.1 - PGMA Data entry in SAP (raw material details in the input documents)& verification of the Printout for correctness with the input and internal documents (Material list & Drawing)

A.3.BOILER DOCUMENTATION

A.3.1-Trial print out of the certificate contents for verification by BHEL(Form III sheets only)

A.3.2- Final print of the certificate(All contents of Boiler Data Book)

A.3.3- Indenting drawings in the drawing indent system

A.3.4- Trimming and folding drawings to a desired shape

A.3.5- Compilation&filing drawings in order – 1 set (2 copies)

A.3.6- Compilation of Boiler Data Book in order – 1 Set (2 copies)

A.3.7- Binding two copies of Boiler Data Book.

A.3.8- Affixing seals (Rubber stamp) in certificates and in drawings

A4.FORM III (A/B/C) CERTIFICATES

- A.4.1- History cards collection from a centralised point.
- A.4.2- Sorting W.O (Project), PGMA No. (Group and Assembly) & DU (Despatch Unit) wise
- A.4.3- Data entry in SAP (raw material details in the input documents)
- A.4.4- Trial print out of the certificate contents for verification by BHEL (Form III sheets only)
- A.4.5- Verification of the Printout for correctness with the input and internal documents
(Material list (GMS) & Drawing)
- A.4.6- Final print of the certificate (All contents of certificates)
- A.4.7- Indenting drawings in the drawing indent system
- A.4.8- Trimming and folding drawings to a desired shape
- A.4.9- Compilation of certificates in order 1 Set (2 copies)
- A.4.10- Book forming 1 Set (2 copies)
- A.4.11- Affixing seals (Rubber stamp) in certificates and in drawings

A.5.1- Preparation of cover letters for IBR certificates / Inspection Reports

A.6.1- Certificates status data feeding in SAP

A.7.1- Documents movement cycle (Within BHEL Complex): Documentation section – Quality Control - Production - IBR office- Documentation section – Commercial Department

A.8. Valves Documentation

- A.8.1- Data feeding in SAP : Chemical & Mechanical values from Test Certificates for all Valves.
- A.8.2- Data feeding in SAP : Completed history card details
- A.8.3- Affixing five rubber stamps in Form-III certificates.
- A.8.4- Preparation of cover letters for the IBR certificates
- A.8.5- Scanning of Form-III certificates and preservation Test Certificate number wise.

PART B activities

B.1 OLI (Off- Loading Inspection)Documentation

- B.1.1-Data entry for daily Customer Inspection call in SAP
- B.1.2-Data entry for Inspection report generation in SAP
- B.1.3-Data entry for Authorized Inspection Agencies' statement verification in SAP
- B.1.4-Data entry for Lab testing requisition in SAP
- B.1.5-Corrections in Existing SAP Programs by Graduates with knowledge on ABAP programming
- B.1.6-Development of New Programs in SAP by Graduates with knowledge on ABAP programming

B.2 ATP (Advanced Technology Product)Documentation

- B.2.1- Receipt of original documents from ATP/QC -OPS,DT,WDS,NDE Reports & Lab Reports (internal Documents)
- B.2.2- Original Documents Compilation –OPS, DT,WDS, NDE (MT,PT,UT,RT)& Lab Reports
- B.2.3- Xeroxing - OPS,DT,WDS,NDE& Lab Reports (each 5 copies)
- B.2.4- Compilation, Indexing & Folder (5 copies) preparation and submission to ATP/QC Customer for approval.
- B.2.5- Feeding the document status in computer

SECTION IV -GENERAL TERMS & CONDITIONS OF CONTRACT

The contractor should deposit a sum of Rs.2,00,000/- (Rupees Two Lakhs only) as EMD by means of Demand Draft only, drawn in favour of BHEL, Tiruchirappalli. The same should be enclosed in the Technical Bid.

While quoting the rate, the following wages & benefits are to be taken into consideration.

Employer's PF contribution @ 13.61%, Employer's ESI contribution @4.75%, Insurance and a bonus @ 8.33% minimum are to be considered. Govt. minimum wages (Basic & DA) are revised every year with an average increase of 10% per year and PF &ESI are subject to change from

Details	Wage per MonthRs.		
	USW	SSW	Skilled
Govt. Minimum Basic Wages perMonth (latest)	3690	3990	4170
Govt. Minimum DA per Month (Latest)	3416	3416	3416
Additional amount to be paid to the contract employee by the Contractor over and above the minimum wages as per Corporate guidelines	2000	2300	2500

time to time.

We request you to send your quotation in **TWO** parts, separately identified (**Technical bid &Price bid**) with most competitive rates. The two covers should be appropriately superscribed as:

"Outsourcing QC Documentation activities – Part 1 - Technical Bid" &

"Outsourcing QC Documentation activities – Part 2 - Price Bid"

and put inside a single cover.

Your sealed offers should reach the undersigned on or before 14.00 Hours on 12.05.2014.

to the following Address

**Deputy General Manager
(Nodal Agency for Works Contract)
Quality Control / New Quality Building
Bharat Heavy Electricals Limited
Tiruchirapalli – 620 014
Tamilnadu**

STANDARD CONDITIONS OF BHEL CONTRACT

The contract will be awarded for a period of **Two years** from the date of LOI. Minimum wages as stipulated by the Government from time to time should at least be paid to the personnel in the presence of BHEL Executive. The rates are firm for the entire period of contract. The contractor should deposit a sum of **Rs.2,00,000/-(Rupees Two Lakhs only)** as EMD by means of Demand Draft drawn in favour of BHEL, Tiruchirappalli. Offers will not be considered if EMD is not enclosed along with the quotation. EMD amount will be forfeited if tenderer withdraws his offer within the validity period or revise his rates and also in case of successful tenderer if he is not commencing the work within the time stipulated in the contract.

In the event of placement of contract, bills should be submitted by the contractor as per entitlement along with the certification from the executing agency. The bills will be passed for payment by Additional General Manager/Quality Control (AGM/QC) only on production of documents for having complied with statutory requirement applicable for the personnel. The conditions contained herein and the general conditions are given in Annexure II and statutory requirement imposed by the Government authorities from time to time will be part and parcel of this contract. The EMD of the successful tenderer shall be converted to Security Deposit (SD). The SD shall be arrived as per the Contract Value and 50% thereon shall be paid before the Commencement of Work.

10% of the bill amount will be withheld towards balance security deposit of 50% and on satisfactory performance, security deposit will be returned. EMD will be returned to the unsuccessful bidders on finalisation of contract.

Tenderers shall sign each and every page of the tender documents and affix seal for having accepted the conditions.

Conditions covering the Contract:

- 01) Power, machinery and stationeries, etc. will be supplied by BHEL, Tiruchy.
- 02) The contractor should bring their workforce along with tools and tackles as required to accomplish the job.
- 03) The contractor should follow and comply with ESI, PF, Group Insurance, Service Tax and other statutory regulations as stipulated in Factory's Act and other State Central Government's rules & regulations.
- 04) All safety equipment to the workmen safety rules & regulations to be followed as per BHEL's Safety rules & regulations.
- 05) BHEL, Tiruchy is in no way responsible for any loss of life or any injury caused to any of the contractors and their crew while executing the above work at our premises.
- 06) The contractor or his crew should handle the machinery and other equipments entrusted to them by BHEL, Tiruchy 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.
- 07) BHEL, Tiruchy 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.
- 08) BHEL, Tiruchy reserves the right to cancel / terminate the contract at any time in case of compliance of non-conformance.

- 09) The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly to our satisfaction.
- 10) The proof of execution of work should be submitted along with each bill (printed form) with covering letter and proof for execution of work.
- 11) The bill should be submitted within a week after execution of work during the calendar month - one bill per month.
- 12) Necessary gate entry pass will be issued by BHEL Security Department on Quality Control Department recommendation for your crew and Security Rules are to be observed strictly by your crew.

CONTRACT CONDITIONS**1. DEFINITION:**

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the AGM / QC to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM / QC, 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 (FB) 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 recognised 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 covered in Scope of work in Enquiry Sl. No.1 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 Byelaws 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) Upto RS.10.00 lakh | :: 10% of PO Value |
| b) Above RS.10.00 Lakh & Upto RS.50 Lakh | ::Rs. ONE LAKH + 7.5% of the amount exceeding Rs. 10.00 Lakh |
| c) Above Rs.50.00 Lakh | :: Rs.4.00 Lakh + 5% of the amount exceeding Rs.50.00 Lakh |

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) Call 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) Insurance Guarantee issued by LIC or any of the four General Insurance Corporations.
- vi) Fixed Deposit Receipts issued by BHE Employees Co-op.Banks upto a maximum of RS.10,000- (Rupees Ten thousand only).
- vii) 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).
- viii) 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.

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.

10. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.

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

The Contractor or his certified agent shall attend when required without making any claim for doing so to the **OFFICER-INCHARGE**, to receive instructions.

AGM / QC 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:- 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.

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 **AGM/QC** 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 :

(i) 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

(ii) 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

(iii) 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 **AGM / QC** 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 **AGM / QC** 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 **AGM / QC** whose decision shall be final and conclusive.

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 **AGM / QC** 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 there under:
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to **BHEL CANCEL** the contract as whole or in part thereof or 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 **AGM / QC** 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 **AGM / QC** 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 **AGM / QC** 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 **AGM / QC** 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 OF BILLS BY CONTRACTOR :- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to **AGM / QC** separately details of his claims for the work done by him up to and including the previous month which are not covered by his 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 upto and including the period under report.

21. PAYMENT OF BILLS :- 100% Payment to be made to the Contractor, under this contract shall be by **e-mode (online transfer of funds)** within a reasonable time after the certification of bills by AGM/QC. **E payment mandate in the prescribed format to be given before award of contract.**

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 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 8 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 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 **AGM / QC** 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 **AGM / QC** 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.

Data for information

(To be enclosed along with Technical bid)

Sl.No.	Details	Bidder
1	Organization Chart if any (Enclosed)	
2	Feedback letters from previous Customers if any (Enclosed)	
2	Approximate quantum of business per annum(For the past Three years)	
3	Annual Turnover in Rupees Lakhs.	
4	Balance Sheet for the last 3 years if any (Enclosed)	
5	Number of contracts under execution at present if any	
6	Number of employees deployed in your organisation: Temporary : Permanent :	
7	Permanent address of the Firm as well as the Contact details of Chief personnel (Enclose Company Business card)	
8	Authorised person's detailsfor tender process correspondences. Name Designation e-mail id. Office phone Mobile number	

**Signature with Seal of
Authorized signatory**

PART 1
TECHNICAL BID

Sl.No.	Details	Bidder
1	Experience minimum 3 years in similar function. (Enclose Proof)	
2	Any instance of termination of contract in the middle (If Yes, specify the reasons)	
3	Details of Demand Draft for Earnest Money Deposit (EMD) amount of Rs.200000/- (Rupees Two Lakhs enclosed along with PART- I Technical Bid. Bank Name DD No. DD Date	
4	PAN card No. (Enclose Proof)	
5	ESI No. (Enclose Proof)	
6	PF.Account No. (Enclose Proof)	
7	Service Tax registration No. (Enclose Proof)	

**Signature with Seal of
Authorized signatory**

PART 2
PRICE BID - (FOR PART A ACTIVITIES)

Annexure – V

I. BOILER Documentation

Sl. No	Activities	Quantity per year (Approx.)	Rate Rs.
1	Receipt and maintenance of history cards & vendors certificates.	8000 PGMAs	
2	Data entry for Boiler PGMAs & PGMA Verification.	6000 PGMAs	
3	Boiler Data Book Preparation Form II,III,IV and drawing compilation (1 set - 2 copies)	70 sets.	
4	Preparation of FORM-III A/B/C for Piping/Spares/Fittings and Data book for Headers/Water Pre-Heaters (1 set - 2 copies)	8000 sets	
5	Preparation of forwarding letters for IBR certificates/Inspection Reports	12000 Letters	
6	Certificates data feeding in SAP	18000 certificates	
7	Document Movement for signature/ handing over (Signatories BHEL,IBR Authorities)	2000 Movement cycles	
TOTAL			

II. Valves Documentation

Sl. No	Activity	Quantity per year (Approx.)	Rate Rs.
1	Documentation for One Form III C Certificate	12000 Form III C Certificate	

TOTAL RATE FOR - PART A ACTIVITIES (I + II) FOR ONE YEAR (X)	Rs.
TOTAL CONTRACT RATE FOR - PART A ACTIVITIES (I + II) FOR TWO YEAR(2X)	Rs.

Signature with Seal of
Authorized signatory

NOTE:

1. The Quantity is approximate and for one year.
2. The Quoted rates are exclusive of service tax and duties.
3. The above details shall be submitted in Letter Head by Quoting the Rate
4. The lower most in TOTAL CONTRACT VALUE FOR TWO YEARS is the qualifying criteria for L1 for Part A activities

Enquiry No.:BHE:QC:NCA:Doc:OS5:2014 / Date:16.04.2014

PART 2**PRICE BID (FOR PART B ACTIVITIES)****I. OLI Documentation**

Sl.No	Activities	Quantity per year (Approx.)	Rate Rs.
1	Data entry for Customer Inspection call	16000 calls	
2	Data entry for Inspection report generation	7000 reports	
3	Data entry for AIA statement verification	1300 Files	
4	Data entry for Lab testing requisition	1500 Requisitions	
5	Program corrections	1000 Modules	
6	New Programs	42 Programmes	
TOTAL			

II. ATP Documentation :

Sl.No	Activity	Quantity per year (Approx.)	RateRs.
1	Cost for preparation of one Document Folder	50 Folders	

TOTAL RATE FOR ONE YEAR (X)- PART B ACTIVITIES(I + II)	Rs.
TOTAL CONTRACT RATE FOR TWO YEARS (2X)- PART B ACTIVITIES(I + II)	Rs.

Signature with Seal of
Authorized signatory

NOTE:

1. The Quantity is approximate and for one year.
2. The Quoted rates are exclusive of service tax and duties.
3. The above details shall be submitted in Letter Head by Quoting the Rate
4. The lower most in TOTAL CONTRACT VALUE FOR TWO YEARS is the qualifying criteria for L1 for Part B activities