



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:17:001

## Tender Notice

Dt. 28.04.2017

To,  
**M/s. CENTAUR CONSULTANTS, CHENNAI**  
**12/30, LAKSHMANAN STREET,**  
**MAHALINGAPURAM,**  
**NUNGAMBAKKAM**  
**CHENNAI- 600034**

Sub:

Inviting Price Bid for **Testing of 13KL LOX Pressure vessel at PPPU, BHEL - Thirumayam**

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

Scope of work:	<b>Testing of 13KL LOX Pressure vessel at PPPU, BHEL - Thirumayam.</b>
Duration of Contract:	<b>3 Months</b>
Commencement of Work	Within 15 Days from the date of Letter of Intent.
Last Date / Time for receipt of tender:	<b>14.00 hrs. 06.05.2017</b>
Date / Time for opening of Price Bid:	<b>14.30 hrs. 06.05.2017</b>
<b>EMD</b>  ₹ 700/- (Rupees Seven Hundred Only) to be submitted in the form of Demand Draft in favour of "BHEL - Thirumayam" payable at Thirumayam.  <b>Note :</b> Exempt from the payment of EMD along with Tender is allowed for the bidders who are Joint Venture companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions. (Bidders should suitably apply for availing exemption from EMD by submitting any of the above listed documents along with a request letter)	

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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### **SPECIAL INSTRUCTIONS:**

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

- *The Technical Bid along with all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as "TECHNICAL BID". Bids submitted with incomplete and incorrect technical details will be liable for rejection.*
- *RATE shall be furnished in the enclosed "PRICE BID" duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".*
- *EMD should be submitted in a separate cover duly superscripting as "EMD".*
- **Totally there will be 3 Separate covers.**

Cover Title	Pages of Tender document	Other required documents
<b>Technical Bid</b>	1 to 15	Copy of Qualification requirements such as CCOE authorization..etc
<b>Price Bid</b>	16	Nil
<b>EMD</b>	NA	Covering letter, Demand draft

- *All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.*
- *At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.*
- *Any deviation to the terms & conditions and schedules of this tender will lead to total rejection of the bid submitted.*
- *BELATED and incomplete bids will become liable for rejection.*

Thanking you,  
For Bharat Heavy Electricals Ltd.

N Rajagopal  
SM/ Contracts,  
Power Plant Piping Unit  
BHEL -Thirumayam - 622507  
Contact No. 04333-279202  
nraja@bheltry.co.in

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### I. Technical Specifications and Scope of work

1. The CCOE authorised competent person has to visit BHEL, THIRUMAYAM conduct applicable tests in the 13KL capacity Cryogenic Liquid Oxygen Vessel (Vessel No.:1011121161/2) and issue the Test Certificate (under Rule 19 of SMPV (U) Rules) for the vessel as per CCOE rules.
2. Necessary manpower, testing equipment and tools required for testing of the Cryogenic Liquid Oxygen Vessel is in the scope of CCOE authorised competent person.
3. The welding sets with cables, gas cutting sets with hoses, cutting gases, welding consumables, nitrogen gas required for the testing of Cryogenic Liquid Oxygen Vessel will be provided by BHEL.
4. For conducting test of Cryogenic Liquid Oxygen Vessel, the CCOE authorised competent person has to make a separate visits to BHEL THIRUMAYAM

#### NOTE

1. The CCOE authorised competent person has to submit the valid Explosives Inspectorate (SMPV/CCOE) authorisation letter for carrying out the tests and issue of certificates testing of cryogenic liquid oxygen vessel along with the offer. The certification of the CCOE authorised personel should be valid during the testing.
2. The authorisation letter should indicate the validity period or due date for renewal as per the Safety Audit requirements.
3. The rate offered shall be all inclusive rate (including To & Fro, Stay, Food and all other incidentals). BHEL will not pay any charges other than the all- inclusive quoted cost for the scope of work.

### II. Commercial Terms & Conditions

#### 01.RATE:

- a. Rate should be quoted in Rupees as numerals and in words in the attached price bid format.
- b. The rates quoted should be **exclusive of Service tax, KKC & SBC and inclusive of all other taxes & duties** levied or to be levied both by Central and State Government Authorities. Such levies, if any, should be borne only by the Contractor.
- c. Before tendering, the bidders, if required, 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.
- d. The rates quoted in the tender shall remain **valid** initially for a period of at least **“THREE MONTHS”** from the date of opening of Price Bid. After successful award of contract, the rates shall be firm throughout the contract period.
- e. Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.
- f. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- g. 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.

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- h. 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.
- i. 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.
- j. 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.
- k. BHEL reserves the right to cancel the tender at any stage.
- l. 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.
- m. Service Tax and all other taxes shall be shown extra in the bid. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also Service Tax Registration form/Self-declaration for non-applicability of Service Tax have to be provided as applicable.

### **02. CONTRACT PERIOD:**

Period of contract shall be **3 months**.

### **PAYMENT TERMS:**

The consolidated statements and Bills in triplicate shall be prepared by the Contractor after the completion of work and submitted to concerned **End User (M&S)** & after due certification from **End User (M&S)**, the bills will be forwarded to Accounts Section. The payment will be made through RTGS / EFT to the contractor immediately after the receipt of the error free bill. It is to be noted that it will take around ten days to process the bill at **End User (M&S)** and Accounts section submission.

### **03. PENALTY CLAUSE:**

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, 0.5% of the order value will be deducted for each week of delay or part thereof subject to a maximum of 15% of the total contract value.

### **04. RISK PURCHASE:**

In the event of 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.

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### III. 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:
- The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
  - The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer 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.
  - The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
  - "The **Officer-In charge**" means, the Officer deputed by the Head of Dept. /Executing Dept., to supervise the work or part of the work.
  - "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.
  - BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Executive/CONTRACTS/PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.
  - The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
  - A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
  - A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
  - A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly 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

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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:**

Amount of **5% of the contract value** shall be deposited before start of the Work as Security Deposit. 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. Remittance through online SBI – State Bank Collect (<https://www.onlinesbi.com/>).
- ii. Cash (as permissible under the Income Tax Act) – at present not applicable to BHEL/Thirumayam.
- iii. Pay Order, Demand Draft in favour of BHEL.
- iv. Local cheques of scheduled banks, subject to realization.
- v. 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).
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. For contract value less than Rs 20 lakh, work may be started after issue of LOI without remittance of SD. From the first bill, 50% of SD will be collected, and the balance will be recovered from the running bills at the minimum rate of 10% of gross SD.

**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

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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.
  - 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:**

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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:-

- 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:

If the Contractor,

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

OR

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

OR

- Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

OR

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

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

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### **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.

**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

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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 / PPPU-BHEL, or other Officers of BHEL appointed as Arbitrator, by the Head of Unit of PPPU-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:**

- ❖ All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- ❖ Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- ❖ Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- ❖ Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- ❖ Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**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

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

Tender No: PPPU: WC:17:001

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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.
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 in trusses, girders, roofing etc., of industrial and high roof buildings.

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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.

### **32. NOTICE OF ACCIDENTS:**

- 1) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.
- 2) The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act).

Place  
Date

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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 terms & conditions to the above tender which consists of

- I. Technical Specification
  - II. Commercial Terms & Conditions
  - III. General Terms & Conditions.
- ( total pages - 16)

We agree to carry out the contract tendered at the rates offered by us in the Price Bid format 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.**

**Declaration by bidder:**

- 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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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:17:001

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**BIDDER DETAILS**

Sl.NO	Details required	Bidder's Response
1	<b>Payment of EMD ₹ 700/-</b>	DD No _____  Date _____ Drawn from _____ (Bank) for Rs. _____ / (Rupees _____ only)
2	<b>Income Tax PAN No.</b> Proprietorship - PAN card on owner Name For others - PAN card on company/Firm/Business	PAN No _____  (Copy of PAN card shall be attached - self attested with seal)
3	<b>Service Tax Regn. No</b> Service Tax Regn certificate is to be attached If not applicable, furnish the details in the attached format.	ST Regn No. _____  (Regn Certificate Attached / Filled in Format Attached)
4	Name and full address of the company/Firm	
5	<b>Contact Details:</b>  Landline No _____  Mobile No _____  Email ID: _____	
6	Local office Address with Contact person, phone No., Mobile No., Email ID, Fax No. (If any)	

**NOTE: 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.**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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**PRICE BID FORMAT**

<i>Description of work</i>	<i>Period of Contract</i>	<i>All inclusive Total Rate (exclusive of Service Tax, SBC and KKC) (inclusive of all other duties and taxes, if any)</i>
Testing of 13KL LOX Pressure Vessel at PPPU BHEL, Thirumayam and issuance of TEST CERTIFICATE (as per the scope of work, terms and conditions in the tender documents)	3 months	₹ _____/- (Rupees _____ _____ Only)

*Rates should be quoted in figures and words and are to be identical. There should not be corrections/over writing in price bid, wherever there is a difference in the two, the rates in words will be taken as final.*

*Signature and Seal of the bidder*

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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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,  
Deputy General Manager  
Contracts / PPPU  
BHEL, Thirumayam

Date – \_\_\_/\_\_\_/2017

REF: Tender No. **PPPU : WC : 17 : 001** Dt. **28.04.2017** for Testing of 13 KL  
LOX Pressure Vessel at PPPU, 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 2017-18 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 01.04.2017 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)