



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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

Tender No: PPPU: WC:18:008

## Tender Notice

Dt. 23.06.2018

To,  
**M/s RAMESH TRAVELS (vendor code: 70098),**  
**20, OPP TO ITI,**  
**TIRUCHIRAPALLI-620014.**

Sub:

**Single tender Inviting Price BID for the "Operation of AC cars( Min 1 No, Max 3 Nos per day) as and when required from Trichy as Base on Hire Basis".**

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

Tender Ref No	PPPU: WC:18:008 Date 23.06.2018		
Scope of work	<b>'Operation of AC cars( Min 1 No, Max 3 Nos per day) as and when required from Trichy as Base on Hire Basis'.</b>		
Duration of Contract	<b>75 Days</b>		
Commencement of Work	<i>Within 3 Days from the date of Letter of Intent.</i>		
Due Date / Time for submission of tender	<b>14.00 hrs. on 30.06.2018 or date of submission of tender whichever is earlier.</b>		
Due Date and Time for opening of BID	<b>14.30 hrs. 30.06.2018 Or date of submission of tender whichever is earlier.</b>		
Place of Submission of Tender Document.	<i>Tender Drop Box at</i> <b>Works Contracts Department Admin Building, First Floor, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.</b>	(OR)	<i>Sent through Post or courier to</i> <b>Sr. Manager/ Contracts Department, Admin Building, First Floor, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.</b>
Place for opening of BID	<b>Works Contracts Department Admin Building, First Floor, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507.</b>		
EMD	<b>Exempted</b>		

### INSTRUCTIONS

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

- *All Terms & Conditions shall be duly signed and stamped in all pages.*
- *RATE shall be furnished in the enclosed "PRICE BID FORMAT", duly signed and sealed.*
- *All the above documents shall be placed in a common sealed cover and shall be submitted on or before the said due date as given above superscripting the tender ref no. & date and Due Date.*
- *Tenderer should submit their bid before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.*
- *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.*

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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- 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. 04333-279554  
nraja@bheltry.co.in*

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### I. COMPLIANCE CRITERIA:

- The contractor should have an Income Tax PAN Number as follows
  - Proprietorship - PAN card shall be on Proprietor's name
  - Public / Private Limited Company - PAN card on Company's name
  - Partnership Firm - PAN card on Firm's name.
- The Bidder should have valid GST Registration Number / Application Reference Number.
- The bidder could be a proprietorship / Partnership firm / LLP / One-person company / Private Ltd company / Public Ltd company / Trust / Society in this line of service or business Documentary proof shall be enclosed for the status of business.
- On award of contract The successful bidder shall comply with all the statutory requirements of PF and ESI rules & regulations etc. for their workmen deputed for this work.

NOTES: All supporting documents shall be signed & stamped in each page "as a token of acceptance of tender term and conditions" by the bidder before submission.

### II. SCOPE OF WORK:

Requirement of AC Cars(Quantity - minimum 1 No. to maximum 3 Nos. per Day) for AC operation (as and when required) from Trichy as base for a period of 75 DAYS on HIRE BASIS.

- Generally, one car will be used for operation. On need basis, other cars may be required.
- The subject cars may not be used on daily basis. It will be used as and when required.
- The requirement of cars will be informed by BHEL to contractor in advance. (preferably in previous day or night).

### III. WORK SPECIFIC TERMS & CONDITIONS:

SPECIFICATION CUM COMPLIANCE CERTIFICATE FOR OPERATION OF DIESEL A/C T-BOARD CARS OF MODEL 2016 OR SUBSEQUENT YEARS (max:3 Nos. and min: 1 no per Day) as and when required ON HIRE / CONTRACT BASIS.	
S.NO	REQUIREMENTS
1.1	This contract envisages providing RTO permit T-Board diesel A/C cars (max:3 Nos. and min:1 no. per day) as and when required on Hire basis from Trichy as base to meet the transport needs of BHEL, Thirumayam unit.
1.2	The contractor has to supply RTO PERMIT T-BOARD DIESEL A/C cars registered in the year 2016 or later. The type of car can hatchback/Sedan.
1.3	The colour of the vehicle provided should be in the variants of WHITE / SILVER only.
1.4	a) The vendor should supply the vehicles as per the BHEL scope as per LOI and the vendor should produce the relevant documents (Original RC, Insurance, Permit & etc) for the above mentioned T- Board cars before commencement of the work. Payment shall be processed only after receipt of the above documents and acceptance. b) The documents of supplied vehicle will be verified during the contract period.
1.5	BHEL reserves the right to cancel the contract at anytime without any prior intimation and without assigning any reasons.

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1.6	<p>Operating hours for the vehicle will be 12 hours per day during the contract period of two years.</p> <p>The subject cars may not be used on daily basis. It will be used as and when required. For sundays and holidays, on need basis, required vehicles will be booked with prior intimation.</p>
1.7	<p>Detention charges will be paid only when the vehicle is used beyond 12 hrs in a day operation and the payment will be made on Pro rata basis as per the rate schedule S.No. 2. Fractional hours will be rounded off (i.e Less than half an hour will be ignored and more than half an hour will be rounded off to one hour).</p>
1.8	<p>Rate quoted by the contractor will be firm throughout the contract period.</p>
1.9	<p>Due to non-availability of vehicle, even if higher version vehicle is deployed by the contractor, payment will be allowed for ordered version of vehicle only.</p>
1.10	<p>The successful vendors should submit the a copy of RC books, valid permit and insurance of vehicle along with original for verification before commencement of work. Any change of car shall be informed in advance and obtain approval from BHEL.</p>
1.11	<p>The actual car parking charges, toll charges and permit charges including applicable taxes (if any) incurred during operation will be reimbursed by production of the original receipt without any corrections or over writings with signature and name seal of the user.</p>
1.12	<p>The vendor should ensure that the driver is available at the vehicle all the time during operation.</p>
1.13	<p>The condition of the vehicle like engine functioning, A/C functioning, suspension, door, brakes, tyres, head lights &amp; indicators, horn, safety belt etc., should be good, failing which the vehicle will be removed from operation till the defects are set right and in such case the vendor should provide good alternate vehicle immediately.</p>
1.14	<p>The vendor should arrange to attend any complaint in the vehicle notified by BHEL immediately with in a short period of notice and an alternative vehicle of same model &amp; year of registration has to be provided to BHEL till completion of the complaint.</p>
1.15	<p>The starting and closing of km readings will be accounted at BHEL Transport section only and it will be certified by the Pooling section-in-charge of BHEL transport.</p>
2	<p><b><u>REQUIREMENTS OF VEHICLE</u></b></p> <p>The vendor should fulfil the following requirements in respect of the vehicle during the execution of the contract.</p>
2.1	<p>The engine cylinder displacement capacity of the vehicle should be 1200 CC or above.</p>
2.2	<p>The vendor should specify the Make and Model of the car with its catalogue.</p>
2.3	<p>The cars should be provided with the following upholstery and accessories insidea) Complete set of seat covers in white colour clothb) Audio system with player and FM radio facilityc) Full floor mat with foot matd) Jockey and hand tools e) Spare fuses.</p>

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2.4	<i>The vehicle should always to be kept very clean both internally and externally .</i>
2.5	<i>Seat cover should be washed and changed periodically to ensure the cleanliness.</i>
2.6	<i>Periodical service of the vehicle in respect of the engine, wheel alignment &amp; balancing, etc., as recommended by the vehicle manufacturer to be done without fail.</i>
2.7	<i>All tyres including stepney in the car should be in good condition at the time of reporting.</i>
2.8	<i>Sun control film pasted on the window glasses should not be dark and should be as per the Tamilnadu Government norms, so that inner side of the car must be visible for the security personnel without lowering the window glass.</i>
2.9	<i>Playing audio player or radios in the cars is strictly prohibited within the factory premises.</i>
2.10	<i>HVAC system should function without any problem.</i>
	<b><u>DRIVER</u></b> <i>The vendor should fulfill the following requirements in respect of the driver during the execution of the contract.</i>
3.1	<i>Drivers should be paid as per the Govt. fixed minimum salary.</i>
3.2	<i>Driver should possess valid driving LMV license with badge.</i>
3.3	<i>Maximum age limit of the driver should be 60 years.</i>
3.4	<i>Driver should wear neat uniform (Black Pant and white Shirt), shoes/ formal chappels during the duty hours.</i>
3.5	<i>Driver should not wear casual dress.</i>
3.6	<i>Driver should have mobile hand set in good working condition. Any change in mobile number should be intimated immediately to BHEL Transport section.</i>
3.7	<i>Driver should not be drunken while on duty and should not smoke inside the car.</i>
3.8	<i>Driver should adhere to the instructions given by Section-in-charge of BHEL transport.</i>
3.9	<i>Driver should first allow the passenger to get inside the car and then only driver should enter the car.</i>
3.10	<i>Driver should open and close the doors for all the passengers/customers while getting into or alighting the car.</i>
3.11	<i>If there is a hand luggage brought by officials, driver has to come forward and place the luggage in the car.</i>
3.12	<i>Driver should adhere to the BHEL road safety rules and regulations inside the factory and township premises.</i>
3.13	<i>Driver should strictly follow the motor vehicle rules while driving.</i>
3.14	<i>Driver should wear safety belt while driving as per the Govt. rules.</i>
3.15	<i>Driver should not demand money for any expenses from the user.</i>
3.16	<i>Driver should be ready to show the PLACARD near the entrance in Airport, Railway station, Bus stands and Pickup points etc., while receiving the company guest.</i>

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3.17	<i>Drivers should be sincere and maintain good discipline while on duty and should meet out the travel requirements of BHEL officials satisfactorily without any complaint. Any indiscipline / misbehaviour / complaint is notified on the driver while on duty, will warrant change of driver.</i>
4	<b>OPERATION</b>
4.1	<i>The vehicle should report at BHEL Transport pooling section / designated point at requested time, regularly to make entry and to get instructions.</i>
4.2	<i>Trip sheet for cars engaged will be supplied by BHEL. It is the responsibility of the car drivers to get all the columns for each and every movement filled and get the entries signed by the user with staff number.</i>
4.3	<i>In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.</i>
4.4	<i>The car drivers should keep the relevant documents (driving License, Badge No., road tax token, registration certificate, insurance cover note, fitness certificate of the vehicle, emission certificate if required, permit etc.) with the car and produce as and when required by BHEL. In case of original document is not available immediately, copy of the same must be kept.</i>
4.5	<i>Cars should report to BHEL in full readiness and serve for the entire day's operation in all respects.</i>
4.6	<i>Car should operate only with the "BHEL" name board supplied by BHEL during the time of operation.</i>
4.7	<i>Any mishap (i.e. fire, accident, etc.,) occurring en-route is the complete responsibility of the vendor. He is also responsible for the safe, comfortable and timely transportation of the passengers.</i>
4.8	<i>Cars should report to BHEL with diesel sufficient for the operation of the entire day. After reporting to transport, movement of cars to fuel station outside BHEL for filling diesel is not permitted.</i>
4.9	<i>The vendor should not attempt to carry out any kind of repairs pertaining to their vehicles inside the factory premises except for tyre changes during punctures. In case of breakdown the vehicles has to be taken out of the factory and brought back after satisfactory completion of the complaint.</i>
5	<b>GENERAL TERMS AND CONDITIONS</b>
5.1	<i>The vendor should not sub-let any portion of the contract.</i>
5.2	<i>The vendor shall at his own expense reinstate, make good to the satisfaction of the BHEL Management and pay compensation for any injury to any person, loss or damage caused to any property within BHEL complex.</i>
5.3	<i>Any addition or deletion or changes in the partnership deed should be informed to BHEL well in advance.</i>
5.4	<i>BHEL reserves the right to accept or reject the lowest or any other tender and to award the contract to any bidder without assigning any reasons.</i>
5.5	<i>Subject as aforesaid the provisions of the Motor Vehicles Act or any Statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the Transport Contractors.</i>

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5.6	<i>The vendor should ensure that there should not be any advertisement on the car.</i>
5.7	<i>The cars allotted for BHEL use will be checked by BHEL security personnel as and when required.</i>
5.8	<i>Cars provided to BHEL on hire will be inspected by BHEL in respect of</i> 1) <i>Appearance of the vehicle</i> 2) <i>Running condition of the vehicle</i> 3) <i>Upholstery</i> 4) <i>Physical fitness of the driver</i> <i>and then accepted for use.</i>
5.9	<i>BHEL reserve its right to refuse to engage vehicle even after arrival at the factory, if the driver and the vehicle do not conform to any of the regulation of MV act.</i>
5.10	<i>BHEL shall have the right to cancel the contract at any time, if the provisions of the contract has not been adhered without prejudice to recover excess expenditure incurred by BHEL from running bills due for payment and any other provisions available for recovery as per the terms and conditions of the contract.</i>
5.11	<i>BHEL shall have the right to short close the contract at anytime due to their administrative reasons by giving one month notice in advance.</i>
5.12	<i>The vendor should have local office within 20 kms radius from BHEL with independent premises with communication facilities like telephone, cell phone, and e-mail id. If required, on request, office premises may be provided by BHEL for the contract period on commercial rent subject to availability.</i>
6	<b>PENALTY</b> <i>Penalty for non supply of vehicle will be levied as under:</i> <b>Note: - In addition to above penalties, relevant GST on penalties will also be recovered from contractor's Bill.</b>
6.1	<i>A token penalty of Rs.350/- per vehicle per day for short supply and in addition the excess expenditure incurred by BHEL on account of engaging an alternate vehicle due to the fault of the vendor will be recovered from their running bills.</i>
6.2	<i>a) In case of break-down of a car while on operation, the car should be replaced by an alternate vehicle within one hour from the time of breakdown. Bills should be prepared combining the total kms and total hrs. of both the cars (i.e.. break down car and substitute car). No detention charges will be paid for breakdown hours. The log/trip sheet shall mention about the break-downs.</i> <i>b) In case of non-replacement of vehicle in time, BHEL may arrange alternatives on its own and recover the expenses from the vendor. The trip sheet of the breakdown vehicle will be treated as cancelled and hence NO payment will be made for the breakdown vehicle.</i>
6.3	<i>Any amount recoverable from the vendor towards the loss/damage will be adjusted from the outstanding payments due from BHEL.</i>
7	<b>PAYMENT TERMS</b>
7.1	<i>Hiring charges shall be paid once in 15 days on production of necessary invoices/bills duly certified by the Executive In-charge.</i>

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7.2	<i>No advance will be paid for operational expenses as well as for capital expenditure towards purchase of vehicle.</i>
7.3	<i>Applicable taxes are payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.</i>
7.4	<i>The price of diesel will be decided by BHEL based on the average of diesel prices during billing period (for every 15 days) . The diesel price will be taken at Thiruverumbur(Trichy) and will be taken online(www.petrodieselprice.com). The average diesel price during billing period will be calculated by BHEL and will be informed to vendor. The vendor will prepare bills for billing period based on the diesel charges informed by BHEL. For Calculating diesel charges per km, following will be used : For AC operation diesel charges per km = Monthly average price of diesel/15.</i>
7.5	<i>The invoices will be accepted on ensuring the following conditions i. The bills shall confirm to the GST compliance and norms with SAC code of service. ii. The bill shall include the work order No, GST No, service period etc. iii. The bills shall be given in triplicate (in-original) and shall be error-free. iv. The current/previous month HR clearance shall be attached. The HR clearance shall be obtained by the contractor from HR-PPPU, which is to be submitted along with the bill. v. The quantum of work details (copy of relevant log books) shall be attached in the annexure. vi. The proof of payment of taxes, if any, to be submitted along with each bill.</i>
8	<b>CONTRACT PERIOD</b>
8.1	<i>The contract execution period will be for period of 75 days.</i>

### 1. Bill of Quantity

SI NO	Description	Quantity	Unit of Measurement
01.	<b>Operation of AC cars( Min 1 No, Max 3 Nos per day) as and when required from Trichy as Base on Hire Basis</b>	75	DAY

### IV. GENERAL:

- The contractor agrees to indemnify the company against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.*

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- 2 *The liability of any compensation for injury to their staff or others arising as a result of duties by the staff shall be that of the contractor.*
- 3 *Income Tax or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.*
- 4 *With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – PPPU Thirumayam shall be final.*
- 5 *Any addition/deletion on the scope of work and terms & conditions under this contract shall be implemented based on mutual discussions between the “company” and the “contractor”.*
- 6 *Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:*
  - i) *Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.*
  - ii) *If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by Head of the BHEL Unit/Region/Division issuing the Contract. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.*
  - iii) *The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.*
  - iv) *All disputes shall be subject to the exclusive jurisdiction of the Courts at Pudukkottai.*

### **V. 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 GST** (But inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities in future. Such levies, if any, should be borne only by the Contractor.)*
- c. *The rates quoted in the tender shall remain **valid** initially for a period of at least “**ONE MONTH**” from date of opening of Price Bid. After successful award of contract, that rate shall be firm throughout the contract period.*
- d. *GST Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.*
- e. *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.*
- f. *Contractor has to ensure that all statutory payment as per Minimum wages act/ Payment of Wages act etc. and BHEL additional payment (as indicated in welfare conditions) to be taken care of while quoting. No claim in respect to payment to workman will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.*

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- 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.*
- h. *In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit, and also suitable action will be taken by BHEL on those Contractors as deemed fit.*
- i. *Before tendering, the tenders 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. Under scope of work covered.*
- j. *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.*
- k. *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 self-attested must accompany the proprietor or partner.*
- l. *BHEL reserves the right to*
- i) *Cancel the tender at any stage.*
- ii) *Negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.*
- m. *All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST, 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.*
- n. *GST 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 GST Registration / GST application reference number have to be provided as applicable.*

### **02. Taxes and Duties:**

1. *GST portion of GST rule compliant tax invoice will be released only upon:*
  - 1.1 *Vendor declaring such invoice in his GSTR-1 and*
  - 1.2 *Receipt of goods and tax invoice by BHEL and*
  - 1.3 *Confirmation of payment of GST thereon by vendor on GSTN portal*
2. *In case GST credit is delayed or denied to BHEL due to non /delayed receipt of goods/services and /or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills, etc) from BHEL.*
3. *In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills.*

**Note:** *Three copies of GST rule compliant tax INVOICE with original signature to be submitted every month on completion of work.*

### **03. CONTRACT PERIOD:**

01. *The contract execution period will be for a period of **75 Days** from the date of commencement of work.*
02. *If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.*

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03. *The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving one month notice .*

#### **04. Risk Purchase**

*I. In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract Terms & Conditions / Obligations, explicitly expressed or implied, as per Tender / Contract, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL service requirements and additional expenditure if any including consequential cost shall be totally recovered from the contractor who failed to complete the job in line with the BHEL tender / contract.*

*II. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the contractor.*

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### 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.*
  - 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. 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.*

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# Bharat Heavy Electricals Limited

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**05. 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.*

**06. 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.*

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

**08. 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.*

### **09. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

1. *Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.*

2. *All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).*

3. *A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.*

4. *In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.*

*For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.*

### **10. CONTRACTOR'S SUPERVISION:**

1. *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.*

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

3. *The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.*

4. *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*

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*continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.*

### **11. LABOUR:**

- 1) *The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.*
- 2) *Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.*
- 3) *Contractor shall have/ obtain license under CL(R&A) Act, 1970.*
- 4) **The contractor has to disburse the salary/wages for their workmen preferably through Bank. If wages are paid through banking channel, the relevant Bank statement/proof for Bank payment should also be produced along with PF and ESI challahs to Welfare Section every month.**

**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 minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.*

**13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :** *The Contractor shall at his own expense reinstate and make good to the satisfaction of the 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.*

### **14. LAWS GOVERNING THE CONTRACT:**

1. *The contract shall be governed by the Indian Laws for time being in force.*
2. *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.*
3. *No BHEL employee and their dependents are eligible to submit their offer against this tender.*

### **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 extend as provided in the case of cancellation for default.*

*If the Contractor shall:-*

- 1) *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

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- 2) 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

- 3) 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 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,

- 1) 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

- 2) 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

- 3) 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

- 4) Fails to carry out the work and unauthorized absence for more than 3 days.
- 5) 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.
- 6) 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.

### **17. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'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 HOD/Executing Dept., or his authorised representative;
- b) 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;

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

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*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.*

- 18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:** *Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.*
- 19. SPECIAL POWER TO TERMINATION:** *If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the 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.*
- 20. 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 he shall pay the claim on demand.*
- 21. 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.*
- 22. 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.*
- 23. 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.*

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*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.*

### **24. 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.*

### **25. STATUTORY REQUIREMENTS:**

- a) *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.*
- b) *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.*
- c) *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.*
- d) *Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.*
- e) *Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.*

**26. 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.*

**27. 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.*

**28. 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.*

**29. 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.*

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### **30. COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY**

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. 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.

### **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.

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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 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.*
23. *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. Safety precautions to be observed while transporting materials: -**

#### **A) VEHICLE:**

- 1) *Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.*
- 2) *The light on right side, i.e over the driver's cabin shall be in working condition.*
- 3) *Both the head lights as well as park lamps must be in working conditions.*

#### **B) MOVEMENT OF VEHICLE:**

- 1) *The vehicle should not travel at more than 20 kmph in our premises.*
- 2) *The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.*
- 3) *Vehicles carrying inflammable liquid in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid static electricity.*
- 4) *In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.*
- 5) *The driving should "KEEP TO THE LEFT" at all places.*
- 6) *The vehicle should not be parked in road which could obstruct the vehicular traffic.*
- 7) *No person other than driver should be allowed to sit or stand on the prime mover or trailer.*
- 8) *The vehicle should pass only through the approved routes. Short cuts should be forbidden.*
- 9) *There must be a safe distance behind another moving truck.*
- 10) *The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.*

### **33. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS /CONTRACTORS:**

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(NAME &ADDRESS WITH SEAL)



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*Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".*

### **34. GENERAL**

*The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.*

### **35. 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).*

- 36. Government Law's Covering Under This Contract:***The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.*

#### **The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.**

- a. The minimum wages Act 1948 and the related rules*
- b. The payment of wages Act 1936 and the related rules.*
- c. The Factories Act 1948 and related Tamil Nadu Rules.*
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.*
- e. The Employees State Insurance Act 1948.*
- f. Workmen Compensation Act 1923*
- g. Payment of Bonus Act 1965*
- h. Maternity Benefit Act, 1961*
- i. Payment of Gratuity Act, 1972*
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979*
- k. Equal Remuneration Act, 1976*
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)*
- m. The Industrial Disputes Act 1947*

*And any other law, or modifications to the above or to the rules made there under from time to time.*

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Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



## 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*

1. *Compliance criteria,*
2. *Scope of work,*
3. *Commercial Terms & Conditions*
4. *Conditions Related to The Welfare of Labors*
5. *General Terms & Conditions.*
6. *Price Bid Format*
7. *RTGS/NEFT Format*

*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 BHEL tender.*

**Declaration by bidder:**

**If the contract is awarded to us, the rates quoted in "price Bid" shall be kept firm till the Completion of contract.**

- 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**  
(A Govt. of India Undertaking)  
Power Plant Piping Unit, Thirumayam - 622 507, Tamil Nadu

Tender No: PPPU: WC:18:008

**Tender Notice**

Dt. 23.06.2018

**GENERAL DETAILS**

01	<i>Name and full address of the Company / Firm</i>	
02	<i>Name of contact Person with Designation</i>	
03	<i>BHEL Vendor code</i>	
04	<i>Contact Details:</i>	
	<i>Landline No.</i>	
	<i>Mobile No.</i>	
	<i>email ID:</i>	
05	<i>Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)</i>	
06	<i>Vendor code allotted by BHEL if any</i>	

***i) I/We hereby declare that there is no case or charge under investigation, enquiry or trial, or any conviction in a court of law.***

***ii) I/We are not suspended, blacklisted or banned by any organizations /Govt. on any grounds as on date.***

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:18:008

## Tender Notice

Dt. 23.06.2018

### COMPLIANCE CRITERIA

S NO	COMPLIANCE CRITERIA	BIDDER'S RESPONSE
01	Income Tax Registration (PAN No.) Proprietorship - PAN card on owner Name For others - PAN card on company/Firm/Business	PAN No. _____ PROOF ATTACHED / PROOF NOT ATTACHED
02	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
03	GST Registration Number (or) Application Reference Number	GST No. _____ PROOF ATTACHED / PROOF NOT ATTACHED
04	On award of contract the successful bidder shall comply with all the statutory requirements of PF and ESI rules & regulations etc. for their workmen deputed for this work.	Accepted / Not Accepted

**NOTE:** All the Documents along with supporting document ( Proof etc.) submitted with the offer shall be signed & stamped in each page by the bidder.

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:18:008

**Tender Notice**

Dt. 23.06.2018

**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	
Details of Bank Account:		
03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
09	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	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:  
Seal

(Manager / Officer's)  
Signature Under Bank stamp and Name

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 the BHEL Executive with Name Seal (Operating the Contract/Services)

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:18:008

## Tender Notice

Dt. 23.06.2018

### PRICE BID FORMAT

### ANNEXURE - 2

#### RATE SCHEDULE

#### *Fixed Rate offered by BHEL (Vendor need not quote)*

S.No.	DESCRIPTION OF WORK	UNIT	Rate in Figures & Words
1	<i>Fuel Charges per km (Plain road) (Diesel price as on date shall be reckoned at Thiruverumbur / Trichy)</i>	<i>Rs. Per km</i>	<i>15 Days Average Market Price of Diesel per litre / 15.</i>
2	<i>Detention charges, if any beyond 12 hours per day operation. Fraction hours will be rounded off.</i>	<i>Rs. Per Hour</i>	<i>1/12th of S.No.3</i>

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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### **Vendor to quote**

<b>S.No.</b>	<b>DESCRIPTION OF WORK</b>	<b>UNIT</b>	<b>Rate in Figures &amp; Words (Excluding GST)</b>
3	Day Rent-Rate for full day operation of A/C T-Board Diesel cars for minimum 12 hours per day.	Fixed rate Per Day	Rs. -----/- (In figure)  In words  Rupees -----  -----/- only
<b>Applicable GST (in %)</b>			
<b>Note:</b>			
1) <b>Bidder should quote the rate for Day rent operation (Rate schedule S.No: 3) only.</b>			
2) For knowing fuel prices at Thiruvrumbur(Trichy) and calculating fuel charges per K.M, website ( <a href="http://www.petroldieselprice.com/">http://www.petroldieselprice.com/</a> ) may be referred.			

#### **NOTE:**

01. Total hire charges should be quoted in both figures and words and are to be identical. If not, the prices in the words will be considered as final and the same shall be valid and binding on the contractor.

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:18:008

## Tender Notice

Dt. 23.06.2018

*(a) If there is such discrepancy in an offer, the same will 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.*

*02. The amount should be quoted inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time, except GST. GST will be paid extra on production of documentary evidence.*

*03. Quotation should be valid for a period of 1 month from the date of Tender opening.*

*04. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.*

*06. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied etc. and excluding GST, has been considered by the tenderer for the total contract period (including extended period if any) while quoting the above rates.*

*07. No other pre conditions along with your offer will be entertained by BHEL*

*08. The bidder shall quote only the lowest possible total amount that can be offered for the intended quantity.*

*09. The contractor while quoting shall take care of units specified against item in bill of quantities.*

*10. Tentative Quantity for AC and Non-AC operation (No. of cars: 3+1) for 14 months are given below.*

Item	Unit of Measure	Tentative Quantity	Quantity specified here are indicative only. Quantity in actual use may vary.
AC Operation	Days	75	
	Kilometre	14250	
	Detention Hour	100	

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)