

Name of Woks: Works Contract for Radiography Testing (RT) of boiler components at NDTL, BHEL-Trichy and BHEL-Thirumayam for year 2016-18.

Enquiry No: 9241600136 / 17.08.2016

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	9241600136 /17.08.2016
2.	Name of works	WORKS CONTRACT FOR RADIOGRAPHY TESTING (RT) OF BOILER COMPONENTS IN NDTL, BHEL-TRICHY FOR 2016-18.
3.	Location of work	BHEL -TRICHY AND BHEL-THIRUMAYAM
4.	Period of contract	24 months from the date of award of contract.
5.	Earnest Money Deposit	₹ 2 Lakhs.
6.	Tender Document details	<p>A] Technical Bid</p> <p>Part-1A (Technical Bid-Qualifying Criteria) - 03 Pages</p> <p>Part-1B (Scope of Work and Technical Terms & Conditions) - 03 Pages.</p> <p>Part-1C (General Terms & Conditions of Contract) - 11 Pages</p> <p>Part-1D (Special Terms & Conditions of Contract) - 02 Pages.</p> <p>Annexure-A (Integrity Pact Format) -05 Pages.</p> <p>B] Price Bid</p> <p>Part-2 (Price bid) - 01 Page.</p>
7.	Place of Submission of Tender Document along with EMD	<p>Sr.Manager Works Contracts Management (WCM) Building 53,First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014</p>
8.	Last Date for Receipt of Tender	20.09.2016 / 10:00 Hrs.
9.	Date of Techno Commercial Bid Opening	20.09.2016 / 10:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.
11.	The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender	<p>Mrs. Pravin Tripathi, IA & AS (Retd.), D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110 068 Ph: +91 11 29533206 / 29531715. pravin.tripathi@gmail.com</p>

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INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 10:00 Hrs. on 20.09.2016 and the same may be dropped in the Tender Box which is kept at the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by 10:30 (IST) on 20.09.2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

BHEL will not be responsible for non-receipt of Tender on time due to postal delay.

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

a. The first envelope shall be contained DD for EMD, super scribed as EMD Cover for NIT / Enq.No.

Note: 1. **Offer without EMD will be rejected**

2. **Offer with EMD in any form other than DD/Pay Order/One time EMD will be rejected.**

b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/ Enq.No.

c. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover and sealed also super scribed the NIT/Enquiry No.

Note:

1. The contract will be awarded for a period of 24 months from the date of ordering.

2. The rates shall be firm for the entire period of the contract and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as nonresponsive and rejected. Prices shall be written in words and figures. In the event of difference, the price written in words shall be valid and binding.

3. If the Contractor is not able to provide the sufficient service/back outs as indicated in the bid, the contractor is liable for forfeiture of the EMD/Security deposit paid.

4. **Evaluation of the offer shall be done on overall L1 basis.**

5. BHEL reserves the right to increase or decrease the tendered quantity depending upon the production plan variation that may arise then and there.

6. **BHEL does not guarantee any minimum quantity.**

7. Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.

8. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.

9. In case contract is not executed by any vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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ANNEXURE-1A

Name of Vendor:

PART-I (TECHNO COMMERCIAL BID)

A: Contractor Profile

1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender :	
6.	BHEL Vendor Code (If any)	
7.	PF Registration (No. & Date) (Copy of PF Registration to be attached)	
8.	ESI Registration (No. & Date) (Copy of ESI Registration to be attached)	
9.	Labour License. (Copy of Labour license to be attached)	

Note:

- 1. Vendors not having PF Registration/ESI Registration / Labour License (as applicable) shall immediately get registered after award of work to comply with statutory requirements.**
- 2. If vendor fails to get PF / ESI / Labour License (As applicable) within 30 days of award of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.**

Contractor Signature

Contractor Seal

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TECHNICAL BID (QUALIFYING CRITERIA)

Name of Vendor:

B: Qualifying Criteria:

Sl. No.	Qualifying Criteria	DETAILS
1	<p>EMD DETAILS: (EMD Amount: ₹ 2.0 Lakhs) (Offer without EMD will be rejected.) (EMD will be waived off for SME/NSIC/SSI vendors upon verification.) (Copy of valid Certificate to be enclosed)</p>	<p>AMOUNT : DD NO: DD DATE: ISSUING BANK :</p>
2	<p>Minimum Two years of experience in Radiography Testing of Welds in Components such as Pipes or Tubes or in similar components during last seven years. (Documentary proof to be provided which shall include at least one completion certificate.) Note: Details of Company & contact persons w. r .t Completion Certificate to be furnished.</p>	
3	<p>License to carryout Radiography Testing issued by Director of Boilers. (Copy of License to be attached)</p>	
4	<p>Details of 07 Nos. of Remotely operated cameras with Iridium192 source, approved by AERB/ Mumbai and owned by Vendor. (Details such as Serial No., Make, Date of calibration etc. to be provided)</p>	
5	<p>Details of 03 Nos. of Manpower (Site -in-charge) with valid BARC-Level-II Certificate. (Details and copy of valid BARC -Level -II certificate to be enclosed)</p>	
		Contractor Signature
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6	Details of 10 Nos. of Manpower (Trained Radiographers) with valid BARC-Level-I Certificate. (Details and copy of valid BARC -Level-I certificate to be enclosed)	
7	Details of 10 Nos. of Manpower (Trainee Radiographers) with minimum SSC or equivalent qualification. (Details and copy of SSC of equivalent qualification to be enclosed)	
8	Income Tax Registration (PAN) (Details & Self-attested copy to be furnished)	
9	Service Tax Registration (Details & Self-attested copy to be furnished)	
10	Acceptance to Scope of Work (Annexure-1B), General Terms & Conditions of Contract. (Annexure-1C) and Special Terms & Conditions of Contract (Annexure-1D)	
11	Integrity Pact (Vendor to confirm and Integrity Pact Agreement [As per Annexure-A] to be signed and enclosed along with offer)	
		Contractor Signature
		Contractor Seal

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IB

Name of Vendor:

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

A. BILL OF QUANTITY:

SN	Work Description	UOM	APPROX. QTY
1	Radiography works as per scope of work at Manufacturing shops of BHEL -Trichy and BHEL-Thirumayam. (Approx. Qty: BHEL,Trichy- 8,34,50,000 Sq.Cm , BHEL,Thirumayam- 50,000 Sq.Cm)	Sq. Cm	8,35,00,000

B. SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

1. The vendor is required to operate work anywhere in the manufacturing shops at BHEL-Trichy and BHEL-Thirumayam Unit.
2. The vendor should make his own arrangement for stay, transportation of resources with accessories etc. to the place of works inside.
3. The contractor shall be required to operate radiography works shall either on the shop floor (Open Field radiography) or inside the approved radiographic Installations/enclosure.
Open field radiography shall be carried out between 01.00 AM and 6.00 AM when there is no occupancy. The radiography shall also have to be carried out on holidays and Sundays as per BHEL requirements.
4. Radiography shall be conducted in accordance with BHEL approved procedures which are in accordance with Article 2 of ASME Section V Section I, Section III, Section VIII and AWS in general. Wherever radiography has to be carried out with specific techniques, BHEL will provide the necessary procedures and guidance. Non-compliance to any of the clauses to the QCP / applicable standards and codes shall be cause for rejection of radiograph and the contractor will be required to re-radiograph at his own cost. Re-radiography shall be maintained below 5% as it will delay the completion of work.
BHEL reserves the right to cancel the contract if the rejection and Re-radiography is more than 5% frequently.
5. Radiography batches shall be deployed as per BHEL requirements however there shall be Field Radiography on regular basis between 1Am to 6 Am when there is no occupancy. The work is expected to run in 3 shifts or only in the night shift. Hence whenever radiography is carried out, one Site-in-Charge for every 3 cameras should be available for supervision and shall be answerable to BHEL for the performance, turn-out and safety aspects and other issues as and when arises.

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6. Contractors may be required to work in three shifts i.e., from 06.00 Hrs. to 14.00 Hrs. , 14.00 Hrs. to 22.00 Hrs. and 22.00 Hrs. to 06.00 Hrs. (depending on necessity of work).
When required the operators shall work on holidays also.
Normal Working time shall be - 08.00 Hrs. to 16.30 Hrs. and 01:00 Hrs. to 06:00 Hrs.
7. The contractor should make available necessary radiography cameras and Accessories {Penetrometers, Lead screens, Cassettes Densitometers/ Density Strips etc.) and Radiation Safety equipment for Area Monitoring (Survey meters), Personnel Monitoring equipment (TLD Badges, Pocket Dosimeter, etc. at BHEL site and shall maintain them in proper working condition throughout the period of contract., Survey instruments should be calibrated and periodically recalibrated by a recognized institution.
8. The contractor shall use only the radiographic films as stated in BHEL's Procedure/Technique Sheets. Also, the film processing chemicals shall be stored in the appropriate conditions. Proper storage of the film shall be the contractor's responsibility.
9. Lead intensifying screens and other accessories shall be used in accordance with BHEL procedures. Periodic replacement of screens and cassettes should be ensured.
10. Radiography of welds shall be carried out as per approved BHEL procedures prepared in accordance with National / International Codes / Standards and customer Specification.
11. The contractor shall complete the radiography works without any back log, meeting the Quality requirements. The contractor shall submit the processed radiographs for evaluation at NDT work Centre's by 8.00 Am every day positively. The radiographs shall accompany all the exposure parameters.
12. Contractor shall ensure all Safety precautions in accordance with AERB Regulations.
13. The Preparation of Computer/SAP reports using Contractor manpower i.e., Data Entry Operators, with BHEL SAP system at various work center's as per BHEL requirements.
14. Punching and paint marking of the radiographic reference numbers, segment numbers etc., on the jobs.
15. Marking the defective region on the weld after evaluation of radiographs using the tracings with appropriate color paint on the respective job.
16. Submission of radiation safety reports (including shield integrity of camera, deployed cameras, area& personnel monitoring etc.) by 1st of every month.
17. All personnel directly or indirectly involved in the radiographic work shall be covered by personnel monitoring service.

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18. Vendor shall deploy following resources as per quantum of work awarded to vendor:

Awarded Quantity (% of Tendered Qty.)	Details and Quantity of Resources and Manpower to be deployed				
	Ir-192 Camera	Site In charge	Certified Radiographers	Trainee Radiographer	Data Entry Operator
100 %	14 Nos.	7 Nos.	18 Nos.	18 Nos.	5 Nos.
60 %	08 Nos.	4 Nos.	11 Nos.	11 Nos.	3 Nos.
50 %	07 Nos.	3 Nos.	10 Nos.	10 Nos.	3 Nos.
40 %	06 Nos.	3 Nos.	07 Nos.	07 Nos.	2 Nos.
30 %	04 Nos.	2 Nos.	05 Nos.	05 Nos.	1 Nos.
20 %	03 Nos.	2 Nos.	03 Nos.	03 Nos.	1 Nos.

Note: The contractor should be able to augment the additional cameras / man power as and when work warrants. It is the responsibility of the contractor to have sufficient number of sources / cameras so that the cameras will be available at BHEL works at any point time during the contract period.

19. The Technical details of Resources and Qualification of manpower to be deployed shall be as follows:

Sl.No	Resources / Manpower	Technical Specification / Qualification
1	Radiation Source	Remotely operated cameras with Iridium192 source, approved by AERB/ Mumbai. 50 % of Cameras should be of strength 25 - 50 Ci and 50 % cameras should be of strength in the range of 10-30 Ci . However the radiation source shall be replenished before it reaches 6.25 Ci . Strength. The radiography cameras deployed during the contract period must have been registered with AERB/ Mumbai in the name(s) of the contractor only.
2	Certified Radiographers	Valid BARC-Level-I certificate.
3	Trainee Radiographers	Minimum of SSC or equivalent
4	Site In charge (including mandatorily 1 RSO)	Valid BARC-Level-II Certificate
5	Data Entry Operator	Minimum of SSC or equivalent with Knowledge of Computer.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

Name of Vendor:

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Sr.Manager / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

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3. Work To Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. Deviations:

The contractor shall carry out any Scope of work as per instructions of Executing official.

5. Assignment of Transfer of Contract:

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

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

- (1) Offer without EMD will be rejected.
- (2) Offer with EMD in any form other than DD/Pay Order/One time EMD will be rejected.
- (3) EMD by the Tenderer will be forfeited if :
 - i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI/ contract. In case the LOI / contract is silent in this regard then within 15 days after award of work.
 - iii) EMD given by all unsuccessful tenderer will be refunded normally within 15 days of acceptance of award of work by successful tenderer.
 - iv) EMD shall not carry any interest.
 - v) EMD of successful vendor will be converted and adjusted against the security deposit.
- (4) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:

a)	Up to ₹ 10 Lakhs.	10% of WO Value
b)	Above ₹ 10 Lakh & Up to ₹ 50 Lakhs.	₹ 1 Lakh + 7.5% of the amount exceeding ₹10 Lakhs
c)	Above ₹ 50 Lakhs.	₹ 4 Lakhs + 5% of the amount exceeding ₹ 50 Lakhs

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above.

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Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in anyone of the following terms:

- i) Cash.
- ii) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- v) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl. No. (I to VI).
- vi) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

(5) Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9. Orders under the Contract:

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

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

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10. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

11. Labour:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees' Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time
3. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and 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.
4. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
5. As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor over and above minimum wages declared by Tamil Nadu Government to labors as:

a) Unskilled	: ₹ 3200/-
b) Semi-skilled	: ₹ 3700/-
c) Skilled	: ₹ 4100/-
6. The contractor should remit the salary/wages of their employee only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans 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.

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13. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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 Employees Compensation Act or otherwise.

14. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

15. Cancellation of Contract for Corrupt Acts:

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

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

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

If the Contractor,

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

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

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

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

17. Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

Contractor Signature

Contractor Seal

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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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

18. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

19. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

20. Submission and Processing Of Bills:

Payment of Bills:

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by respective area **Engineer in charge**.

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

Contractor Signature

Contractor Seal

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- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

21. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Documentary proof for payment of PF/ESI with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.
- d) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

22. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

23. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

24. Refund of Security Deposit:

The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

25. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be

Contractor Signature

Contractor Seal

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Entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

26. Arbitration:

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

27. Signing Of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

28. LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

Contractor Signature

Contractor Seal

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29. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

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.

Contractor Signature

Contractor Seal

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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. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

32. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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”.

33. RISK PURCHASE:

a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

34. ADOPTION OF INTEGRITY PACT:

a) BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders/ Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

Contractor Signature

Contractor Seal

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ANNEXURE-ID

PART-I (TECHNO COMMERCIAL BID)

Name of Vendor:

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 CRITERIA FOR AWARD OF WORK:

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL".

The criteria for award of work shall be overall L1 basis.

2.0 SPLITTING OF CONTRACT:

2.1 The work shall be divided amongst vendors agreeing to match their rate to that of L1 as per their merit.

2.2 The number of vendors amongst whom contract will be divided will be as per Tender Notice. In case nothing been spelt about tender splitting it shall be assumed that No splitting is proposed.

2.3 Following procedure shall be followed for splitting the contract:

- i) The L1 rate shall be counter offered to technically qualified vendors for their acceptance based on their merit and the proposed no. of splitting of contract.
- ii) The contract shall be divided amongst the vendors giving acceptance to counter offered rates.
- iii) H1 vendor shall not be considered for counter offering of L1 rate for acceptance.

2.4 The splitting of contract amongst vendors who accept the counter offered rates.

2.5 Vendor shall be ready to do allotted quantum of work as per proposed ratio.

2.6 It is proposed to split the contract amongst three vendors who accept L1 rate in following ratio:

Sl No:	No. of vendors agreed for matching their rate to L1 rate:	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2	% of Contract Value to be awarded to L3
Case 1:	2	50 %	30%	20%
Case 2:	1	60 %	40 %	NA
Case 3:	0	100 %	NA	NA

Note: In case Work is split amongst two or more vendors, the quantities for BHEL-Trichy and BHEL-Thirumayam shall be divided separately amongst vendors as per above proposed ratio.

3.0 FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":

3.1 "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Contractor Signature

Contractor Seal

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3.2 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

3.3 The business rules for Reverse Auction (RA) are as follows:

- i) Technically and Commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction.
- ii) BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
- iii) Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
- iv) Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
- v) Vendors have to FAX the Compliance Form, before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
- vi) BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at “TOTAL COST to BHEL”, like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
- vii) RA shall be conducted on a pre-determined Date and Time.
- viii) At the end of RA, the lowest Bid Value will be known on the Network.
- ix) Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
- ix) Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

4.0 INTEGRITY PACT AGREEMENT:

The Integrity Pact attached with this Tender (Annexure-A) is an integral part of commercial terms and conditions of Tender & shall be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the Pact. Any offer received, without attaching the Integrity Pact duly signed and stamped, will be rejected.

Contractor Signature

Contractor Seal

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ANNEXURE-A

INTEGRITY PACT (AGREEMENT FORMAT)
INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for
.....
.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through

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which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

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Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

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8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....
For & On behalf of the Principal
(Office Seal)

.....
For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness:.....
(Name & Address).....

Witness:.....
(Name & Address).....

.....

.....

.....

.....

Name of Woks: Works Contract for Radiography Testing (RT) of boiler components at NDTL, BHEL-Trichy and BHEL-Thirumayam for year 2016-18.

Enquiry No: 9241600136 / 17.08.2016

PART- II - PRICE BID

Name of Vendor:

Sl. No.	Nature of work Description	UOM	Approx. Qty. (a)	Rate (₹/UOM) (b)	Sub Total (C)=(a*b)
1	Radiography works at manufacturing shops of BHEL -Trichy and BHEL-Thirumayam as per scope of work.	Sq. Cm	8,35,00,000		
Total value (Excluding Service Tax)					
Service Tax @..... % ()					
Total value (Including Service Tax)					

Contractor Signature

Contractor Seal