



An ISO 9001
Company

Bharat Heavy Electricals Limited
(Seamless Steel Tube Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
MATERIALS MANAGEMENT

TITLE Erection & Support for commissioning of Cross Piercing and Elongation Mill, Manipulator and Crimping press at Hot Mill/SSTP/BHEL	Phone: +91 431 2578578/2578547 Fax : +91 431 252 0464 Email : mpanneer@bheltry.co.in
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Reference Number: Enquiry SSTP:CONT:OT:002/11-12	Enquiry Date: 05.11.2011	Due date for submission of quotation: 07.12.2011
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You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

BHEL/Trichy is looking for empanelment of new vendors for supply of "Erection & Support for commissioning of Cross Piercing and Elongation Mill, Manipulator and Crimping press at Hot Mill/SSTP/BHEL"

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units) Bharath Heavy Electricals Limited) under enquiry reference "SSTP:CONT:OT:002/11-12 "

Tenders should reach us before 14:30 hours on the due date Technical bid will be opened at 15:00 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For Bharath Heavy Electricals Limited Sr.Officer /Purchase & Contracts
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BHARAT HEAVY ELECTRICALS LTD
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI 620 014
CONTRACTS DEPARTMENT

SSTP:CONT:OT:002/11-12

Dt.05.11.2011

To

Dear Sirs,

Sub: ERECTION & SUPPORT FOR COMMISSIONING OF PIERCING MILL, MANIPULATOR & CRIMPING PRESS for the period of one year from the date of award of contract - Reg.

We are pleased to enclose the Tender No.SSTP:CONT:OT:002/11-12 Dt.05.11.2011 for the above work.

Please quote your rates and submit your offer together with DEMAND DRAFT for Rs.1,50,000/-(Rupees One lakh fifty thousand only) drawn in favor of BHARAT HEAVY ELECTRICALS LIMITED, SEAMLESS STEEL TUBE PLANT, Tiruchirapalli 620 014. towards Earnest Money Deposit to the undersigned on or before 14.30 Hrs on 07.12.2011.

The Contractor shall submit the offer in TWO INNER ENVELOPES as indicated below which shall be sealed in One outer envelope – “ TWO BID SYSTEM “.

Envelope I : This sealed envelope should contain all the copies of technical bid, commercial bid together with un-priced copy of price bid & DD for EMD. This envelope should be clearly marked : **“Part I-Technical and commercial bid”** indicating enquiry no., Due Date and Address & Reference of the Contractor.

Envelope II : This sealed envelope should contain Price details. This envelope should be clearly marked : **“Part II-Price bid”** indicating enquiry no., Due Date and Address & Reference of the Contractor.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscripting as **Part I** and **Part II** indicating enquiry no., Due Date and Address & Reference of the Contractor.(Ref. Annexure II)

The tender will be opened at 15.00 Hrs on **07.12.2011** in the presence of the tenderers who may like to be present at the office of the PURCHASE & CONTRACTS/SSTP.

The undersigned reserves the right to accept or reject any tender either wholly or in part thereof without assigning any reason there for.

The special conditions of the contract attached herewith forms part of this tender and should be sent along with your quotation duly signed.

Tenderers are requested to satisfy themselves regarding the present local working conditions and facilities, before quoting the rates.

The tenderers should cover all their laborers under the Janatha Insurance Scheme. Documents in proof of this should be presented to BHEL:SSTP within 7 days from the date of receipt of acceptance order from BHEL:SSTP.

Contract will be awarded on over all L1 party .

All safety equipments including helmet required for the laborers to carry out the works are to be provided by the tenderer at their cost.

Rules and regulations under the Provisions of contract labour (Regulations and abolition) act 1970 should be adhered to by the tenderers.

Tenders not accompanied by Demand Draft towards EMD will not be accepted

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD.

Contracts Executive/SSTP



BHARAT HEAVY ELECTRICALS LTD
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI 620 014
CONTRACTS DEPARTMENT

Tender No:SSTP:CONT:OT:002/11-12 DT:05.11.2011

Annexure- I

Description of Work	UNIT Nos	QTY	RATE in Rs
Erection and Support for Commissioning of Cross Piercing and Elongation Mill, Manipulator and Crimping Press at Hot Mill/SSTP/BHEL.	No	1	

SCOPE OF WORK:-

01. Detailed Scope of work is provided in Annexure A
Detailed Part List with weight is given in Annexure B.
02. Vendor/Bidder should satisfy all the points specified in the qualification criteria Annexure-C.
Annexure A and C to be filled and sent along with offer dully signed.
03. Electricity, Compressed Air, Consumables like Kerosene, Cotton Waste and Welding Electrode will be provided by BHEL/SSTP on Free of Cost.
04. Tools and tackles required to carry out the work including welding transformer and cutting set has to be arranged by the Contractor.
05. Contractor has to follow safety rules and instructions issued by the Management then & there and to take adequate Safety Measures to their crew by providing required personal protective equipment.
06. Inspection: The completion/Finishing of the work should be certified by the Executive of the HMM department .
07. Contractor has to arrange their own Transport and Handling for loading at Stores, Transport to Site, Unloading at Site, Assembly, Erection and Commissioning at Site.
08. Contractor has to support the Original Equipment supplier in Commissioning the Equipment.
09. Service of 15T EOT Crane can be availed from BHEL on Request.
10. Contractor has to visit the work site and discuss with the SSTP/HMM officials before submitting the offer.

CONTRACTS EXECUTIVE

SCOPE OF ERECTION & SUPPORT FOR COMMISSIONING OF PIERCING MILL,

MANIPULATOR & CRIMPING PRESS

ANNEXURE-A

Sl. No.	Description	Vendor's response
1.0	Scope includes erection and support for commissioning of piercing mill stand with inlet, outlet side, main drive, hollow billet conveying to crimping press, manipulator, Crimping press and Emergency conveyor to collecting trough.	
1.1	Piercing Mill Inlet Side	
	1. Welded support frame for the trough, made of cast steel. 2. Billet entry pusher with hydraulic cylinder and 1 push bar for the different billet lengths. 3. Pusher shaft guide with complete piping on the inlet side for all auxiliary services/utilities.	
1.2	Piercing Mill Stand	
	1. A stand housing with stand plate, columns, cap and two foundation plates.	
	2. A hydraulic locking mechanism for fixing the stand cap in the working position including the mechanism to open the stand cap (roll changing).	
	3. One set of roll assemblies (two rolls), already assembled, with rolls, roll shafts, bearing chocks with bearings and coupling flanges.	
	4.The upper roll cradle	
	5.The lower roll cradle	
	6. Adjusting and balancing mechanism for the roll cradles with screw downs, gear units and hydraulic cylinders	
	7. Diescher disc housings (2) with gear units, clamping device for diescher disc, Diescher disc arm with shaft, bearings	
	8. A hydraulic mechanism for moving out the Diescher disc housings for guide disc changing	
	9. Diescher disc adjustment devices for each Diescher disc base, consisting of spacing adjustment by motor drive system, and vertically adjustment by manual operated screw drive system.	
	10. All hydraulic cylinders.	
	11. The valves for the water cooling system.	
	12. The distribution boxes for grease lubricating system.	

SCOPE OF ERECTION & SUPPORT FOR COMMISSIONING OF PIERCING MILL,

MANIPULATOR & CRIMPING PRESS

	13. Complete piping in and on the stand for the hydraulic, lubricating and cooling system .	
	14. A inlet tubular guide including one canon.	
	15. One sets of Diescher discs (body plus ring)	
	16. Laser based optical alignment unit for rolls, Diescher disks, bar steadiers, thrust block.	
1.3	Piercing Mill Main Drive	
	1. Two base frames for the motors and gear units.	
	2. Two speed-reducing gear units.	
	3. Two AC slip ring motors	
	4. Two crowned gear teeth couplings for between the motors and the gear units.	
	5. Two universal joint spindles between the gear units and the work rolls, including rapid-release devices and coupling flanges at the gearbox end and coupling halves at the roll ends.	
	6. Two combined universal shafts disengaging and holding device, the purpose of which is to uncouple the spindles at the roll ends by moving the spindle heads	
	7. A circulating oil lubricating system for the gear units, including pump unit and oil tank pre-piped	
1.4	Piercing Mill Outlet Side	
	1. A closed 3-roller guide assembly, arranged directly at the outlet side of the roll stand, including housing rollers with bearing assemblies, operating cylinder for adjusting the 3-roller guide assembly to the shell and mandrel bar diameters	
	2. A base frame of welded construction with inserter for the first 3-roller steadier, mounted on which are both the remaining 3-roll guide assemblies and the conveyor rollers.	
	3. A pinch roll unit located directly after the above mentioned three-roll steadier hydraulically height adjustable.	
	4. Two 3-roller steadiers, each with housing, rollers with bearing assemblies and associated adjusting levers, a hydraulic adjusting cylinder for setting to the mandrel bar and shell diameter, together with a cylinder for opening the steadier for the purpose of discharging the shell; adjustment of the stop position being performed by means of different plates.	

SCOPE OF ERECTION & SUPPORT FOR COMMISSIONING OF PIERCING MILL,

MANIPULATOR & CRIMPING PRESS

	5. A replaceable stripper bush for stripping the shell off the mandrel bar	
	6. Conveying rollers, each driven and designed for raising and lowering by means of a push/pull-rod system, hydraulic cylinder and changeable stop plate.	
	7. A non-driven conveyor roller in front of the thrust block lock support, designed for raising and lowering together with the other conveyor rollers .	
	8. Shell kick-out arms, hydraulically actuated and mounted on a common shaft.	
	9. A guide bed for the travelling thrust block, including an end buffer and the toothed belt drive block with pulley, belt tensioning device and gear unit	
	10. A thrust block locking support with hydraulic cylinders for latching the thrust block, adjusting of the thrust block locking support with motor driven spindle and hydraulic retracting cylinder and including the toothed belt return.	
	11. A travelling plug thrust block with plug bar mounted in antifriction bearings.	
	12. The mandrel thrust block drive with gear box, motor coupling, universal shaft and base plate for motor and gear box.	
	13. A plug cooling station with spray nozzle ring.	
	14. A mandrel bar internal cooling system.	
	15. The on-stand piping for equipment .	
1.5	Hollow-billet conveying to crimping press	
	1. Lever type cross transfer with telescopic arrangement	
	2. Roller table with manually adjustable disappearing end stopper	
	3. Roller table with kick-out device, end stopper and collecting trough for emergency	
	4. Supporting steel structure	
2.1	Manipulator	
	1.Supporting steel structure	
	2.Hollow holding tongs	
	3. Lifting rack	
	4. Manipulator body	
	5.Track	
	6.Traversing motor	

SCOPE OF ERECTION & SUPPORT FOR COMMISSIONING OF PIERCING MILL,

MANIPULATOR & CRIMPING PRESS

	7.Lifting motor	
	8.Pneumatic cylinder	
	9.Transversing cylinder	
3.1	Crimping press	
	1. Crimping press with a frame of heavy-duty welded construction, to take up the crimping jaws with tool holders. The crimping press force is transferred to the crimping jaws by 2 levers of a link system, using a hydraulic cylinder and a directly activated hydraulic cylinder.	
	2. Adjustable end stop for exact positioning of the mandrel bar	
	3. On-stands piping for the supply of utilities on the crimping press up the point of connection.	
3.2	Crimping line	
	1. Support structure with V-blocks, adapted to the diameters of the mandrel bars and hollow-billet cross sections	
	2. Two vertically adjustable mandrel bar guide rollers; adjustable via position-controlled hydraulic cylinders	
	3. One hold-down device with guide inserts that depend on the dimensions	
	4. one mandrel bar guide with guide inserts that depend on the dimensions	
3.3	Mandrel bar chain type transport	
	1. One chain type cassette with drive wheel, deflection wheel, one upper and lower chain, hydraulic cylinder for opening and closing the cassette and the frame	
	2. Universal joint shafts, couplings and gear unit	
	3. Supporting steel structure	
	4. On-stands piping	
3.4	Transport unit to transport mandrel bar with hollow billet from Crimping press line into push bench	
	1.One cross transfer lever system	
4.0	Emergency conveyor with collecting trough	

LIST OF COMPONENTS TO BE ERECTED FOR PIERCING MILL ,MANIPULATOR & CRIMPING PRESS

ANNEXURE-B

SI No	Description of component	Estimated Weight in Kgs
1	Piercing Mill	
	1.Stand lower part	9600
	2.Entry Side parts	21300
	3.Exit side parts	24000
	4.Main drive base frame	10700
	5.Base frame (2x3400)	6800
	6.Cover	8320
	7.Upper cross head (2x4000)	8000
	8.Lower cross head (2x8400)	16800
	9.Diescher Disc (2x16168)	32336
	10.Roller assembly (2x7166)	14332
	11.Upper and lower drum (2x7650)	15300
	12.Inlet nozzle	2255
	13.Upper roll adjustment	4879
	14.Lower roll adjustment	4915
	15.Gear box (2x14000)	28000
	16.Universal shafts (2x4400)	8800
	17.Disconnecting device(2x2850)	5700
	18.Coupling(2x405)	810
	19.Small parts	1890
	20.First 3- roll steadier	2650
	21.Three roll steadier 2 and 3 (2x3311)	6622
	22.Transport roller(5x760)	3800
	23.Plug cooler	511
	24.Thrust block support	44000
	25.Clamping	11000
	26.Guide	17000
	27.Cable track	7000
	28.Drive frame	27000
	29.Drive	6700
	30.Thrust block	6300
	31.Rope drive	2500
	32.Rod guide	700
	33. Two AC slip ring motors	25000
	34.Hollow billet to crimping	11000
	Total weight	396520
2	Manipulator	
	1.Supporting Steel structure	-
	2.Hollow holding tongs	-
	3.Lifting rack	-
	4.Manipulator body	-
	5.Track	-
	6.Traversing motor	-
	7.Lifting motor	-
	8.Pneumatic cylinder for tongs	-
	9.Transversing cylinder	-
	Total weight	20500

LIST OF COMPONENTS TO BE ERECTED FOR PIERCING MILL ,MANIPULATOR & CRIMPING PRESS

3	Crimping Press	
	1.Crimping press	5000
	2.Crimping line	12000
	3.Chain pinch roll	3700
	Total weight	20700
4	Emergency conveyer with collecting trough	10000
	Cumulative weight	447720

QUALIFYING CRITERIA FOR ERECTION & SUPPORT FOR COMMISSIONING OF PIERCING MILL, MANIPULATOR & CRIMPING PRESS

ANNEXURE-C

Qty: 1 No each

The **BIDDER / VENDOR** has to compulsorily meet the following requirements to get qualified for submitting an offer for the **ERECTION & SUPPORT FOR COMMISSIONING OF PIERCING MILL, MANIPULATOR & CRIMPING PRESS**

S. No.	REQUIREMENTS	VENDOR's RESPONSE
1.0	The BIDDER / VENDOR shall have a minimum of Ten Years of Continuous Experience in the Erection & Commissioning of equipments in a a. Steel Mill or b. Continuous process Plant or c. Similar type of equipments Indicate the actual experience with details.	
2.0	The BIDDER / VENDOR shall have erected and commissioned at least one number of such equipment within the last five years. Indicate the type, name and number of equipments installed in India & Other Countries.	
3.0	Reference List of Customers and Performance Certificate from CUSTOMERS (minimum ONE Customer) indicating type and purpose of equipment, date of commissioning and performance along with full contact details of CONTACT PERSON.	
4.0	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	
5.0	Details of manpower available like Rigger, Mill Wright fitter, welder, Supervisor, Site Engineer for erection and support for commissioning of such equipments.	
6.0	Details of Material handling equipment, lifting tackles and laser or similar type of alignment Equipments available with contractor.	
7.0	Any additional data to supplement the material handling and erection capability of the Bidder.	
8.0	The BIDDER / VENDOR shall submit the offer in TWO PARTS – a) Technical & Commercial and b) Price Bid. The Technical Offer shall be in line with the BHEL Technical Specifications and the Guidelines or Annexure mentioned, wherever applicable. Please refer Annexure II	
9.0	The Offer shall contain a statement of Technical Specifications given by BHEL duly filled in vendor's response column and the Offer Details submitted by the Bidder, against each clause. A just 'CONFIRMED' or 'COMPLIES' or 'YES' or 'NO-DEVIATION' or similar words in the technical comparative statement may lead to disqualification of the Technical Offer.	
10.0	The single heaviest piece to be erected is of the size of 5700x3000x3000 mm and approximate weight of 45 MT . The Bidder Should specify the type of handling facility and handling tools used for the movement of the item from road to erection site.Erection has to be carried out in existing enclosed shop. Bidder has to visit the area to understand the requirement of handling equipment before submitting the offer.	
11.0	The Commercial Offer (given with the Technical Offer) shall contain the Scope of work and the Un-priced part of the Price –Bid, for confirmation of scope of work.	

Annexure-II

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 1 of 4)

1. This Tender is floated on TWO–BID System.
 1. Tenderers are requested to submit their Offers in TWO-BID basis, viz.,
 1. Part I .. Technical and Un-Priced Commercial Bid
 2. Part II .. Price Bid
 2. Both the above Bids are to be submitted before 14.00 hours (Indian Time) on Tender Due Date, as detailed under Point 3.
2. Above Bids are to be submitted in sealed-covers as detailed below :

1. Technical and Un-Priced Commercial Bid :

1. Shall contain complete Scope of Supply with all Technical details, Specifications, Delivery and other Commercial Terms and Conditions.
2. Shall contain all Commercial Conditions, like Payment Terms, Delivery Terms, Taxes, Duties, Delivery Schedule, Offer Validity, EMD demand draft
3. Price columns are to be filled-in only as 'QUOTED' ::

Enq. Sl.No.	BHEL Description of work.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
..	QUOTED	QUOTED

4. Shall contain Point-wise confirmation for all Enquiry Clause Nos., TDC Clause Nos., and other attachments, if any.
5. If any deviation is taken, Technical or Commercial points, the same shall be clearly highlighted in the Offer with Enquiry Clause No(s). and its attachments. Otherwise, it shall be construed by BHEL that the Tenderer is complying with all Enquiry Clauses in full.
6. Any request for modification/change of Technical / Commercial points shall be entertained only before they are frozen..

2. Price Bid :

1. Shall contain following details **only** ::

Enq. Sl.No.	BHEL Description of Work.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.

2. Wherever required / possible, Break-up-Price details are to be furnished.
3. This Bid shall NOT contain any Technical and/or Commercial Conditions. (If indicated, such terms shall not be taken into consideration).

Annexure-II

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 2 of 4)

3. **Details for submitting the Offer :**

1. **Cover No.1 – Technical and Un-Priced Commercial Bid :**

1. Put the Technical & Un-Priced Commercial Bid inside Cover No.1 seal it.
2. Mark Cover No.1 as :
“Part-I -- TECHNICAL AND UN-PRICED COMMERCIAL BID”
Tender No., Tender Date, Tender Due date, Address of Tenderer..

2. **Cover No.2 -- Price Bid :**

1. Put the Price Bid inside Cover No.2 and seal it.
2. Mark Cover No.2 as :
“Part-II - PRICE BID”
Tender No., Tender Date, Tender Due date, Address of Tenderer..

3. **Cover No.3 -- Techno-Commercial Bid & Price Bid :**

1. Put Cover No. 1 and 2 inside Cover No.3 and seal it.
2. Mark Cover No. 3, with Tender No., Tender Date, Tender Due date, Address of Tenderer..
3. Address the Cover No.3, to Contract Executive, BHEL/SSTP, Tiruchirapalli-620014, INDIA.

4. **Tender Opening :**

1. On the Tender Due Date, Technical and Un-Priced Commercial Bid shall alone be opened, in presence of Responded Tenderers / their Authorized Representative, who may like to be present for Tender opening..
2. Clarifications / Confirmations, if any, required by BHEL for Technical / Commercial evaluation , shall be sought from Bidders before opening the Price Bid.
3. Price Bid of Technically suitable Bidders alone would be opened, on a pre-determined date, in presence of the Responded Tenderers / their Authorized Representative, who may like to be present for such opening.

5. **General :**

1. Incomplete Offers shall be liable for rejection.
2. **EMD : EMD (Earnest Money Deposit)** for a value of Rs.1,50,000/-, in the form of Demand Draft in favour of “BHEL Trichy “, shall be enclosed along with the **Part-I -- TECHNICAL AND UN-PRICED COMMERCIAL BID**. **Offer without EMD is liable for Rejection.** EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The Security Deposit shall be collected before start of the Work.. **The security deposit shall not carry any interest. Guarantee period for the above Work order is 6 months from the date of commissioning of equipment**

Annexure-II

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 3 of 4)

2. Fixed Price :
Bidder shall quote only Fixed Rate / Price and not subject to any escalation whatsoever during the period of Bid Validity and execution of Purchase Order. Any Bid with adjustable or price variation clause shall be treated as 'Non-Responsive' and liable for rejection. Prices shall be written both in numbers and words. In the event of any difference, the price in words shall be valid and binding. Unit Rate shall only be considered as correct and valid, which shall be taken for further consideration.
3. Taxes and Duties :
Service tax / works contract taxes / VAT if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be considered as 'all inclusive'.

Offer shall carry clear details of Tariff Heading No. and applicable Rates
4. Validity :
Offer shall be kept valid for acceptance for a period of 60 days (sixty days) from the date of opening of the Technical & Un-Priced Bid.
5. Terms of Payment :
Payment will be effected for 90% after successful completion of the subject work on pro rata basis and 10% will be with held towards balance 50 % of security deposit. Security deposit will be refundable after 30 days of work completion after recovery if any
6. Liquidated Damages, Risk Purchase and Warranty :

(Ref : Clause Nos. IX Annexure II of Terms and Conditions of Annexure II of pre-printed sheet).
7. Evaluation of the Offers shall be on the basis of 'To-Door Cost at SSTP' (NET Cash outflow to BHEL)
8. BHEL reserves the right to ordering on Public Sector Enterprises under Price-Preference facilities as admissible in the existing policy.
9. BHEL reserves the right to reject any Tender due to unsatisfactory past performance in the execution of a Contract.
10. **BHEL reserves the right to resort for a REVERSE AUCTION (RA), i.e. ON-LINE BIDDING THROUGH INTERNET,** instead of opening the sealed Price Bid submitted earlier, which shall be decided after Technical evaluation.
11. **In case BHEL decides NOT to resort for RA, Price Bids and Price-Impacts, if any, already submitted by Bidder and available with BHEL, shall be opened, as detailed under Point 4 above.**
12. **Information and General Terms and Conditions governing RA, are detailed below:**
 1. Technically and Commercially acceptable Bidders shall only be eligible to participate in the RA.

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 4 of 4)

2. 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.
3. Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
4. RA Business Rules, like Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
5. Vendors have to FAX the Compliance Form in the prescribed format (to be furnished by the Service Provider), before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
6. BHEL shall provide the calculation sheet (eg., EXCELL 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.
7. RA shall be conducted on a pre-determined Date and Time.
8. At the end of RA, the lowest Bid Value will be known on the Network.
9. 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.
10. 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.

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S 27-016

ANNEXURE III
GENERAL CONDITIONS

1. DEFINITIONS

Throughout these conditions and in the specifications the terms:

- (a) "THE CONTRACTEE" means the Bharat Heavy Electricals Limited" acting through the 'General Manager, Seamless Steel Tube Plant, Tiruchirappalli – 620 014. Unless the context otherwise provides.
- (b) "THE CONTRACTOR" means the person, firm or company with whom the order for the WORKS is placed and shall be deemed to include the Contractor's successors (approved by the Contractee) representatives, heirs executors and administrators as the case may be unless excluded by the terms of the contract.
- (c) "DRAWINGS" means the drawings exhibited or provided for the guidance of the Contractor.

2. EXECUTIONS

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contract, or the Inspector – Officer who shall have power to reject any of the works of which he may disapprove: and his decision thereon and any question as to the true intent and meaning of the specifications or drawing of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alteration if any to be made during the progress of works and should these alterations be such that either party to the contract considers an alteration in the charges justified, such alteration shall not be carried out until amended by the Contractee. Should the Contractor proceed to carryout work without obtaining the consent of the Contractee in writing to amended cost for the alteration works, the Contractor shall be deemed to have agreed to execute alteration works at such charges as may be considered responsible by the Contractee.

3. FORCE MAJEURE

If at any time during the continuance of this Contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, act of public enemy civil commotions, sabotage, fires, floods, explosions, epidemic, quarantine restriction or acts of GOD (herein referred to as events) then provided the notice of the happening of any such events is given by either party to other party within 21 (Twenty one) days from the date of occurrence thereof, either party shall be reason of such event not 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 delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision to the Contractee as to whether the deliveries, have been so resumed or not shall be final and conclusive. 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 Contractee subject to prompt notification by the Contractor to the Contractee of the particulars of the events and supply to the Contractee if required of any supporting evidence. Any waiver of time in respect of any supporting evidence. Any waiver of time in respect of partial installments shall not be deemed to be a waiver of time in respect of remaining deliveries.

4. TERMINATION OF CONTRACT:

If as a result of difficulty in procurement of raw materials or due to force majeure reasons or any other reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the Contractee, extension of time may be granted by the Contractee to the extent considered necessary Should there be delay in supply beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing the works elsewhere at the cost and risk of the Contractor.

5. INTERPRETATION

Any dispute or difference of opinion in respect of the interpretation, effect or application of this particular Condition of the Contract or of the amount recoverable hereunder from the contractor shall be decided by the Contractee and the decision shall be final and conclusive.

6. ARBITRATION

In the event or any question of dispute arising under these conditions or in connection with this contract. (Except as to any matters) the decision of which is specially provided for in these conditions the matter in dispute shall be referred to two arbitrators, one to be nominated by the Contractee and one to be nominated by the Contractor, or in the case of said arbitrators not agreeing then to an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitrators or in the event of their not agreeing the decision of the said number shall be final and conclusive and the provisions of the Indian Arbitration Act. 1940 and the rules there under and any statutory notification thereof shall be deemed to apply to and be incorporated in the Contract. The Venue of any such arbitration shall be in Tiruchirapalli (Tamil Nadu).

7. BOOK EXAMINATION CLAUSE

- (i) The Contractor shall, whenever required produce or cause to be produced or examination by any officer of the contractee, authorize in that behalf any cost of other account book or account voucher, receipt letter, memorandum, paper or writing or any copy of extract from any such document and also furnish information and returns verified in such a manners may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract(the decision of such officer of the contractee on question or relevancy of any documents, information of return being final and binding on the Parties) The obligation imposed by this clause is without prejudice to the obligation of the contract / or under any statute rules or orders binding the contractor.
- (ii) The contractor shall if the authorized officer or the contractee so requires (whether before or after the prices have been finally fixed) afford facilities to the officer of the contractee concerned to visit the Contradctor's Works for the purpose of examining the process of manufacture and estimate or ascertaining the cost of production of the articles, if any portion of the work be carried out by a Sub – Contractor or any subsidiary or a allied Firm or Company, the authorized officer of the contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied Firm or Company shall be open to his inspection.

8. SET – OFF CLAUSES

Payment shall be subject to the deduction of any amount for which the Contractor is liable under this Contract, or any contract in respect of which Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Tamilnadu is the Contractee.

9. DELAYED EXECUTION, FAILURE AND TERMINATION OF CONTRACT

The time for and the date of delivery of work stipulated shall be deemed to be essence of the contract and delivery must be completed not later than the date as specified if the contractor fails to deliver the equipments or installments there of within the period fixed for such delivery or at any time repudiate the contractee may recover damaged for breach of contract as under.

- (i) Recover from the contractor as agreed Liquidated damages a sum equivalent to ½ % per week, of the work value, for the work delayed or part thereof where delivery for each work is accepted after the expiry of the delivery period.

- (ii) Sub – contract the work elsewhere without notice to the contractor on the account and at the risk of contractor the work not so delivered without cancelling the contract in respect of installments of work not yet due for delivery.
- (iii) Cancel the contract or a portion thereof and if so desired sub – contract the work elsewhere at the risk and cost of the contractor.
- (iv) Contractee will have no liability to any stoppage in the work resulting in the labour of the contractor being idle either due to the above mentioned work or break down of the erection equipments tools and tackless to be supplied by BHEL, if any or due to other causes arising from the manner of executing the work.

10. LAWS GOVERNING THE CONTRACT:

- (i) This Contract shall be governed by the Indian Laws for the time being in force.
- (ii) irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made the place at which the acceptance of the tender has been issued.

11. JURISDICTION FOT HE COURT:

The courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide dispute arising out of or in respect of this contract.

12. ORDDERS UNDER THE CONTRACT

All orders, Notices, etc., to be given under this contract shall be in writing, type script or printed and if sent by registered post to the addresses given in the tender of the contractor, shall be deemed to have been served on the date when, in the ordinary post they would have been delivered to him. The contractor shall carryout without delay all orders given to him either in writing or orally.

13. DAMAGE AND LOSS TO PRIVATE AND INJURY TO WORKMEN:

The contractor shall, at his own expense, reinstate and make good to the satisfaction of the Dy. Manager / Stores and pay compensation for any injury, loss or damages occurred to any property or rights whatever including property or rights of BHEL (oragents , servants or employees of BHEL). The injury, loss or damage arising out of or in any way in connection with the execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL, (or any agents, servants, or employees 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 whosoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

14. CANCELLATION OF CONTRACT FOR CONTRACTORS DEFAULT:

If the contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from Manager / Stores or his authorized representative or fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing thereunder, Manager / Stores may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL, cancel the contract or items of work in default from the contract in which Case the Security Amount Deposited by the contractor shall be forfeited either wholly or in proportion to the unexpired period of the contract at the discretion of the Manager/ Stores. Whenever Manager / Stores exercises his authority to cancel the contract or items of work in the default from the contract, he may complete the work at the contractor's risk and cost provided always that in the event of the cost (as certified by Manager / Stores which is final and conclusive) being less than the contract cost the advantage shall accrue to BHEL. If the cost exceeds the amount due to the contractor under the contract, the contractor shall either pay the excess amount ordered by Manager / Stores or the same shall be recovered from his pending bills, or Security Deposit or other means. In case, the BHEL carries out the work or any part thereof under the provision of these 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 materials, hire charges of tools

and plant and / or labourers provided by BHEL which an adoption of such percentage to cover supervision and establishment charge are to be decided by Contract Executive whose decision shall be final and conclusive.

15. CANCELLATION OF THE CONTRACT FOR CORRUPT ACT / FRAUD:

Any gift or offer of illegal gratification made by the Contractor, or others on his behalf shall render the contract void; but shall not prejudicially affect any of the company's claim against the contract. If the contractor defrauds or tries to defraud the company by Submitting fraudulent claims by falsifying records or otherwise, this shall also render the contract void; apart from attracting legal actions.

16. DAMAGE / PILFERAGE OF MATERIALS:

The Contractor shall indemnify BHEL against loss, damage, breakage, shortage and pilferage of the materials while in his custody.

17. RECOVERY FROM THE CONTRACTOR

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due to the contractor under this contract or any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

18. STAMPING THE AGREEMENT:

The expenses of completing and stamping the Agreement shall be borne by the Contractor.

19. WORK TO BE CARRIED OUT:

The contract shall include all labour materials, tools, plant, equipments 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 allowe.

20. OTHER CONDITIONS

- (i) While executing the said work the contractor shall adhere to safety regulations and provide safety measures as per the enclosed annexure the violation of this will lead to punitive action on the contractor.
- (ii) The contractor is required to get endorsement by the security at SSTP Main Gate for the entry of each material covered under the contractors scope of supply and the same is to be submitted along with the bill for processing the same.

Contracts Executive



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Bharat Heavy Electricals Limited

SEAMLESS STEEL TUBE PLANT

TIRUCHIRAPPALLI – 620 014

PURCHASE AND CONTRACTS

ANNEXURE – IV

(Minimum Safety Measures to be followed by the Contractor)

1. All the contract workmen must be briefed about their work nature and hazards involved, in advance.
2. Necessary and essential personal protective equipment must be provided to them.
3. All electrical appliances must be provided with earthing arrangement.
4. Portable grinders must have guard.
5. All the hand tools must be in a good condition.
6. Material handling activities should be done only by experienced persons.
7. In case of accidents, injured person must be referred to outfield Medical Centre for First Aid treatment.
The supervisor or the Contractor should accompany the injured person alongwith injury report / or letter from respective department.
8. Fire precaution must be strictly adhered to.
9. Any untoward incident should be reported to Safety Engineering Department immediately.
10. No women worker be allowed to work after 6.PM
11. Provide the working platform with toe – board and handrail for continuous working at heights.
12. Provide safety belt or life line at all time for men working at heights.
13. Ensuring proper lashing of the components while being transported in vehicles.
14. The vehicle must have side supports or have body to support the materials conveyed.
15. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
16. Materials should not be allowed to extend or overflow over the sides of the vehicle.
17. Driver must have the proper licence.
18. Vehicle must not be over-loaded than the prescribed.
19. Red flags and lights for parts projecting form the body of the vehicles must be provided.
20. The speed restriction within the factory premises must be strictly adhered to.
21. The gas cylinders must always be handled on trolleys or kept tied down when not in use. They should never be rolled or as roller for conveying. They should not be used without regulators. The gas cylinders should not be left on the roads or at work centre after completion of work.
22. Gas cylinders with proper caps only will be allowed inside the factory for works.
23. All excavations must be barricaded and red lamps must be provided.
24. The Contractor and his workmen should cover under Employees State Insurance Scheme in addition to other insurance benefits.
25. Contractors are requested not to employ workers below the age of 18 years.
26. HOUSE KEEPING
 - a) The Contractors must try to kept their work areas neat and clean.
 - b) All unwanted materials should be removed then and there.
 - c) The work area must be made clean after completion of work.
 - d) The waste and other scrap materials should be put into the respective bins.
 - e) The drying of personal clothing inside the plant it prohibited.
27. PERMIT SYSTEM
 - a) Before starting the work at height (above 3 mtrs), the Contractor must obtain permit to work from different agencies including Safety Engineering Department.
 - b) Before entering into confined space, a clearance should be obtained from Safety Engineering Department. Such work should be carried out in the presence of a responsible person.
 - c) While carrying out welding or gas cutting work inside cellars and tunnels, Fire Service section should be kept informed.
 - d) The contract workmen should not be allowed to enter hazardous and prohibited areas without permission from respective department.

ANNEXURE V

SPECIAL TERMS AND CONDITIONS OF ENQUIRY

1. The Contractor shall comply with the provisions of the following acts and regulations: 1) Minimum wages act of Government of Tamil Nadu. 2) Contract Labour (Regulation and Abolition) Act 1970 and Tamil Nadu Contract Labour Rules 1975. 3) Provident Fund and misc. provisions Act 1952. 4) Employees State Insurance act 1948.
2. Contractor should have separate Registration Code No. for ESI & EPF. Documentary evidences (Xerox copies – attested) for PF, ESI registration etc., should be furnished without which your offer is liable for rejection..
3. The Contractor shall provide all safety devices and personal protective equipment to their workmen at your cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
4. EMD : EMD (Earnest Money Deposit) for a value mentioned in our enquiry in the form of Demand Draft in favour of “BHEL Trichy, payable at SBI Kailasapuram, Trichy-14 “, shall be enclosed along with the Quotation. The EMD paid at the time of tender will be adjusted as part of the Security Deposit. Offer without EMD is liable for Rejection. EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The Security Deposit shall be collected before start of the Work. The security deposit shall not carry any interest.
5. **SECURITY DEPOSIT** : Security Deposit is to be collected from the successful tenderer before start of the work in Advance in the form of Demand Draft in favour of “SSTP / BHEL / TIRUCHY ”. and the balance will be recovered from the running bills. . The amount of Security Deposit will be as below: 1) Up to Rs.10 lakhs – 10% of WO Value. 2) Above Rs.10 lakhs up to Rs.50 lakhs -Rs. 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs. 3) Above Rs.50 lakhs – Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs. The EMD paid at the time of tender will be adjusted as part of the Security Deposit. Please confirm your Acceptance of the same in Your Offer without fail.
6. **REFUND OF SECURITY DEPOSIT** : The Security Deposit mentioned above may be refunded to the Contractor, after six months of work completion / (**Guarantee period for the above Work order is 6 months from the date of commissioning of equipment .**) Guarantee period If any. For that Contractor shall submit a claim letter stating the balance SD amount to be received, along with “NO DUE CERTIFICATE“ duly signed by area Executive / officer.
7. **PAYMENT CONDITIONS** : Regarding payment 90% payment will be made after successful completion of the subject work on pro rata basis. Balance 10% (recovered for balance 50% of 10% security deposit) along with security deposit refundable if any shall be paid after 30 days of work completion / Guarantee period If any. Please confirm the Acceptance of the same in Your Offer.
8. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
9. The copy of disbursement of salary statement of the workers duly certified by the **area in-charge / officer** and the related Challans for the **remittance of PF and ESI contribution** of the workers engaged by the contractor along with the Contractor's contribution should be submitted every month to the **Contract Cell of the Personnel Welfare Department** for clearance for payment.
10. E – PAYMENT : With the advent of electronic mode of funds transfer for effecting payments, we request you to fill up the format attached and get it endorsed by your banker and submit to us as to release the payment thro RTGS.
11. The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the BHEL Management before taking up the work.

12. The contractor may be called upon any time with in the contract period. Contractor must be willing to work at any time including Sundays and Holidays. For which advance intimation will be given one day prior to Holiday / Sunday.
13. **NOTICES OF ACCIDENTS**
In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.
14. The contractor shall get the contract labour engaged by them 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 contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)
15. **PAINTING** : Unmachined surface are to be painted with one coat of Zinc Chromate red oxide corresponding to IS 2074 and work order no is to be stenciled on it.
16. Working above 3 meter elevation is considered as WORKING AT A ELEVATION for which proper care has to be taken by the Contractor for the safety of their crew and for such nature of work, necessary safety belts and scaffoldings are to be arranged by the Contractor. For this suitable line clearance is to be got from the department concerned before start the work on each occasion.
17. Contractors should quote for all enquiry items for the enquiries where the contract is finalized on over all L1 basis cases, other wise it is liable for rejection. All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned. Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final. For the items beyond their scope, regret letter is to be submitted for our records.
18. Payment will be made on monthly basis. For this purpose, a LOG BOOK should be maintained by the Contractor, and the signature should be obtained daily (Shift wise) from the Shop-in-charge / Authorised Executive of User Area. The User Area will certify the Work (Xerox copy of Log-Book to be enclosed) as per the contract to enable MM / contracts to forward the bill on monthly basis on verification to Accounts department for payment. Taxes, if any will be recovered from the bills at sources.
19. SSTP/BHEL, Trichy reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
20. If the contractor any finds discrepancies or omissions in the tender documents or any doubt is to be clarified have to contact. The authority inviting the tender, for clarification well before the due date, so as to submit their tender in time. No extension of time shall be given for submission of the tender on any account.
21. If a tenderer withdraws their offer after submission of tender or after acceptance of tender or fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited shall be forfeited.

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