



Bharat Heavy Electricals Limited

High Pressure Boiler Plant

Quality Control Department

Tiruchirappalli 620 014 , India

AN ISO 9001 COMPANY

Phone : 0431-2575187
Fax : 91-(0431)-2520730
e-mail : mvselvan@bheltry.co.in

Enquiry No. BHE:QC:SHOP:OS2:108

Date: 10.08.2012

SUB: Enquiry for outsourcing of Shop Quality Control back-end activities by physical supervisory support.

Quality Control Department / BHEL, Tiruchirappalli is interested in utilizing the services for physical supervisory support for “**Shop Quality Control back-end activities**” under the close supervision of BHEL Quality Control from experienced and reputed Inspection agencies . **The contract term is two years.** The Inspection agencies who fulfil the eligibility criteria as prescribed in the Enquiry document may download the enquiry document and submit the offer as detailed below.

Inspection agencies shall quote a SINGLE RATE exclusive of service tax and education cess as applicable. The rate quoted will be valid for the entire contract period and no escalation of rate is admissible during the contract period. No other taxes or duties will be paid by BHEL other than the above. However, additional financial implications on account of statutory changes and new levies subsequently introduced will be reimbursed by BHEL on production of documentary evidence.

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

Part A – Technical Bid (Annexure IV) along with

1. EMD of Rs.2,00,000/-(Rupees Two Lakhs only) in the form of crossed Demand Draft drawn in favour of **Bharat Heavy Electricals Limited payable at Tiruchirappalli.**
2. Data for information (Annexure III)

Part B – Price Bid (Annexure – V).

Technical Bid (A) and Price Bid (B) shall be in separate sealed covers. Both the sealed covers should be sent together in one sealed cover clearly indicating the Enquiry Reference addressed to “**Additional General Manager / Quality Control, New Quality Building, Bharat Heavy Electricals Limited, Tiruchirappalli-620014**” on or before Friday, the **31st of August 2012 at 14.30 Hrs.**

Part A – Technical Bid will be opened on **Friday, the 31st of August 2012 at 15.30 Hrs.** at BHEL Tiruchirappalli **Main Administrative Building (24 Building), Public Relations Guest Room** in the presence of Inspection Agencies / Authorised Representatives who have Quoted. Only the Technical Bid, meeting all the criteria mentioned in Annexure III shall be considered technically suitable. The rate will be finalised based on Reverse Auction conducted only for the technically suitable offers after scrutiny by BHEL on a suitable date with due intimation.

BHEL reserves the right of awarding the contract for Two agencies by sharing the work load in proportions of 60% & 40% for L1 and L2 bidders respectively if the rate quoted by L1 bidder is agreeable to L2 bidder in the counter-offer. During counter offer, if L1 rate is not acceptable to L2 bidder then the successive bidders who accept the L1 rate will be considered as second agency.

Thanking you.

Yours faithfully
For Bharat Heavy Electricals Limited

A handwritten signature in blue ink, appearing to be 'A. S. J.', written over a horizontal line.

Additional General Manager
Quality Control



Bharat Heavy Electricals Limited

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

Phone : 0431-2575187
Fax : 91-(0431)-2520730
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AN ISO 9001 COMPANY

EnquiryNo.: BHE:QC:SHOP:OS2:108
Date: 10.08.2012

**ENQUIRY FOR OUTSOURCING OF SHOP QUALITY CONTROL BACK-END
ACTIVITIES BY PHYSICAL SUPERVISORY SUPPORT**

TENDER SUBMISSION LAST DATE:

31.08.2012 (FRIDAY) AT 14.30 HOURS

TENDER OPENING DATE:

31.08.2012 (FRIDAY) AT 15.30 HOURS

ADDRESS FOR COMMUNICATION:

**Additional General Manager
Quality Control
New Quality Building
Bharat Heavy Electricals Limited
Tiruchirapalli – 620 014
Tamilnadu**

Contact Phone Number: 0431 – 2575187 & 2575290

e-Mail Address:myselvan@bheltry.co.in

1.0 GENERAL:

- 1.1 BHEL units are ISO 9000 certified companies and our system and procedures comply with ISO requirements. Hence all the Inspection Agencies shall be an ISO certified company and make sure that they fulfill all the obligations towards meeting the ISO requirements.
- 1.2 The Inspection Agency should have a minimum of 5 years experience in Inspection related activities in Fabrication Industries.
- 1.3 The Inspectors deployed by the Inspection Agency shall have minimum Diploma in Mechanical Engineering as qualification with a minimum of 1 year experience in Inspection related activities in a Fabrication Industry / Graduate in Mechanical Engineering.
- 1.4 The Inspectors deployed by the Inspection Agency shall ensure that calibrated instruments & gauges are being used which will be provided at each Bay by BHEL shops.
- 1.5 All the Inspectors to be posted will have to undergo an extensive Training programme being arranged by us on the products to be inspected and use of SAP systems relevant to the identified work by BHEL, followed by written test / Viva-voce/ Practical test and only those deemed qualified through this Training programme shall be engaged for this work.
- 1.6 The inspectors posted for Inspection shall be available neatly dressed in the Inspection Agency's Uniform (for easy identification in Shops) and with safety shoes, all to be furnished by the Inspection Agency.
- 1.7 The Inspectors posted by the Inspection agency have to work for a minimum of 8 Hours in 2 shifts on rotation basis ie., 1) 8.00 AM – 4.30 PM and 2) 4.30 PM – 1.00 AM and also 10.00 PM to 06.00 AM as third shift as and when required or some other shift timings of 8 hrs duration as may be prescribed from time to time. If need arises the inspectors shall have to work in extended hours also.
- 1.8 Necessary Transportation facility for inspectors posted has to be arranged by the respective Inspection agency to perform Inspection services at BHEL shops.
- 1.9 The Inspection Agency shall have adequate Inspectors to maintain the required strength of Inspectors to execute the daily back-end inspection activities by suitable immediate substitute for the Inspectors who resign / on leave and the Inspection agency has to take all necessary steps to ensure the Inspection services without any obstruction or interruptions.
- 1.10 In emergencies / exceptional cases, the Inspectors have to work on Sundays and BHEL declared Holidays.

- 1.11 The rate for contract will be the lower most rate quoted in the reverse auction. ONLY SINGLE RATE is valid uniformly for the entire contract period of 2 years. No escalation of rate is admissible during the contract period. The rate quoted should be exclusive of service tax and other taxes as applicable.
- 1.12 No other pre conditions along with your offer will be entertained by BHEL.
- 1.13 BHEL reserves the right of awarding the contract for Two agencies by sharing the work load in proportions of 60% & 40% for L1 and L2 bidders respectively if the rate quoted by L1 bidder is agreeable to L2 bidder in the counter-offer. During counter offer, if L1 rate is not acceptable to L2 bidder then the successive bidders who accept the L1 rate will be considered as second agency.

2.0 SCOPE OF WORK:

- 2.1 The location of work centre is within the campus of BHEL, Trichy. There are 4 Major work centres situated in different location within BHEL, Trichy complex where different types of Boiler components and Valves are being manufactured.
- 2.2 **The approximate Quantum of planned tonnage for the financial year 2012-13 is 1,20,000 Metric Tons.** The tonnage for the year 2013-14 will be approximately 10 % more than 2012-13.
- 2.3 ***Minimum of 80 Inspectors on permanent basis will be required for all working days to work in 4 major work centers located within BHEL Trichy complex for the QC Back-end Inspection activities of the above planned tonnage to work in 2 shifts every day. When the planned Tonnage is increased, the Inspection Agency shall deploy additional man-power proportionate to the increased tonnage / work load. In case of engaging two Inspection agencies, the total number of man power to be engaged will be proportionate to the percentage of work load as indicated in Clause No 1.13.***
- 2.4 The typical Shop Quality Control back-end activities as given in Page No. 8 are common to all the 4 major work centres.
- 2.5 The unit of measurement for the Quantum of work done is in Metric Tons against each finished product for the products manufactured in all the Work centres.

3.0 CONTRACT PERIOD:

- 3.1 The period of contract will be **two years** from the date of execution of Inspection contract.
- 3.2 The contract can be extended for further period based on mutual agreement between BHEL and inspection agency.

4.0 PROCEDURE FOR SHOP QC BACK-END ACTIVITIES:

- 4.1 The Inspectors posted for Inspection have to carry out all shop QC back-end activities under close supervision of BHEL QC personnel. Engineering drawings which are available in the work centre provide intricate details of the products and inspection requirements, Quality Work Instructions (QWI) like Quality Control Procedures (QCP), Standard Quality Plans (SQP), Standard Inspection Procedures (SIP), Contract Quality Plan (CQP) as applicable for each product are available in Soft form in the PC's which will be provided by BHEL at the respective Work centers or Bays. Most of the products require various stage inspections including verifying documents, raw material inspection, fit up, FOT (First Off Trial), welding, NDE, machining, dimensional checking, Post weld Heat treatment, Hydro testing, Painting and verification of various process parameters at each and every stages of Inspection which have to be ensured and documented to obtain final Inspection clearance from customers and statutory authorities.
- 4.2 The Inspectors posted by the Inspection agency are expected to maintain punctuality to attend the shop QC activities and they have to attend the calls immediately.
- 4.3 The components, which are cleared by the Inspectors posted by Inspection Agency, may be subjected to re-inspection by BHEL Quality Control personnel or Customer Inspector. Wherever any extra expenditure incurred either by BHEL or by its customers, either during fabrication or erection at site, towards rectification of defects in the components cleared by your inspectors and if the cause of this rectification is due to faulty inspection clearance, the rework and inspection charges incurred will be recovered from your pending bills and decision of BHEL Quality will be final in this regard.
- 4.4 The components inspected and cleared by statutory authority shall be cleared for dispatch by raising Usage Decision (UD) and generate Inspection reports (IR) in SAP system. The Inspector shall ensure that IBR stamping is done on components before dispatch, as required.
- 4.5 Workload fluctuation is cyclic from month to month depending upon the availability of raw materials and related documents. It is therefore requested that this cyclic nature of work load should be kept in mind while organizing the shop QC activities.
- 4.6 Specified number of Inspectors has to be posted on permanent basis for entire contract period to meet the inspection requirement of BHEL. When the planned Tonnage is increased, the Inspection Agency shall provide adequate increase in man-power proportionate to the increased tonnage / work load.
- 4.7 The performance of inspectors will be monitored continuously by BHEL Quality Control and the performance rating will be communicated to Head of Inspection Agency separately. In case of unsatisfactory performance, you are expected to take appropriate time bound corrective actions to improve the quality of service and feed- back shall be given to BHEL on the corrective actions taken.

5.0 . INVOICE AND PAYMENT:

- 5.1 The Inspection Agency shall submit the detailed work completion report every month based on UD generated in SAP system to respective work centre QC Section In-charge for verification of item wise Quantity and weight. The bill shall be claimed proportionate to the actual turnout of Inspectors in each work centre for which, the agency shall have to maintain an attendance register which is subjected to verification by BHEL.
- 5.2 Your invoices together with the work completion Report shall be submitted to us once in a month and your payment shall be made as per normal BHEL rules.
- 5.3 The Invoices shall be submitted to BHEL within one month but not exceeding three months from the date of inspection of the item to avoid missing of invoices and making payment in time.
- 5.4 Payment for the accepted Invoices towards Inspection services will be paid within 45 days from the date of submission of the relevant accepted invoices.

6.0 PERSONNEL WELFARE:

- 6.1 All Labour regulation laws like Provident Fund, ESI etc., applicable to you either existing or enacted in future shall be strictly complied by you.
- 6.2 Safety, Provident fund, ESI, Insurance and all statutory requirements and BHEL safety rules and regulations are to be taken care by you. BHEL is not responsible for any injury or damage that is caused to your staff during the course of inspection or otherwise.

7.0 INCOME TAX AND SERVICE TAX:

- 7.1 Income tax, as applicable, will be deducted at source at the rate applicable in accordance with statutory guidelines. PAN Number to be furnished along with the offer.
- 7.2 Service tax, as applicable in accordance with service tax rules. Service Tax registration number shall be furnished along with the offer.

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TYPICAL SHOP QC BACK-END ACTIVITIES

- Collection and verification of attestation cards against allocated materials.
- Preparation of History cards and ensuring completion of all activities as per checklist.
- Recording the QC inspection data in the history cards.
- Generating NDT calls in SAP.
- Collection and compilation of NDT Reports.
- Preparation and compilation of heat treatment movement sheets.
- Preparation of heat treatment extract for NTPC clearance and distribution to respective bays.
- Assisting QC personnel by making available of all relevant QWI, Drawings, measuring instruments / testing equipments at the time of QC Inspection.
- Generating Inspection calls for Customer Inspection as per CQPs.
- Consolidation of Customer / Statutory Authority Inspection clearance reports.
- Ensuring completion of Inspection and verification of Inspection and testing records as per SQP/CQPs.
- Ensuring completion of surface preparation before NDE and final painting.
- Handing over of IBR documents to document section.
- Assisting QC personnel for keying in data for statistical / root cause analysis.
- Assisting QC personnel during inspection by physical supervisory support.
- Preserving calibration / FOT records & maintaining AMC records for testing equipments.
- Up-keeping the spectro machines with proper charging of batteries and routine calibration as per testing instructions.
- Other shop QC back-end activities if any in line with QWI, CQPs, drawings and customer / statutory body requirements.

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Enquiry No.:BHE:QC:SHOP:OS2:108 / Date:10.08.2012.

Annexure I &II -Standard & General conditions of BHEL for any outsourcing contract.

Annexure III - Data for information

Annexure IV - Part A - Technical Bid.

Annexure V - Part B - Price Bid.

Criteria for selection of L1 bidder and the second agency

1. The bidder shall comply with all requirements as given in Technical bid.
2. The Vendor quoting the lower most rate in the Reverse Auction will be the L1 bidder.
3. BHEL reserves the right of awarding the contract for Two agencies by sharing the work load in proportions of 60% & 40% for L1 and L2 bidders respectively if the rate quoted by L1 bidder is agreeable to L2 bidder in the counter-offer. During counter offer, if L1 rate is not acceptable to L2 bidder then the successive bidders who accept the L1 rate will be considered as second agency.

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

While quoting price bid, as per BHEL circular BHE:HR:W:MW dated 17.04.2012, a minimum wage of Rs.8700/- per month (Basic+DA+Additional amount) as payment and Employer contribution of statutory payments such as PF&ESI (as per Government norms) are to be considered while quoting.

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

***“Outsourcing QC back-end activities – Part A - Technical Bid” &
“Outsourcing QC back-end activities – Part B - Price Bid”***

and put inside a single cover.

Your sealed offers should reach the undersigned on or before 14.30 Hours on 31.08.2012.

Address

**Additional General Manager
Quality Control
New Quality Building
Bharat Heavy Electricals Limited
Tiruchirapalli – 620 014
Tamilnadu.**

Enquiry No.:BHE:QC:SHOP:OS2:108 / Date:10.08.2012.

STANDARD CONDITIONS OF BHEL CONTRACT

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

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

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

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

Conditions covering the Contract:

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

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

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION:

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

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

2. HEADING TO THE CONTRACT CONDITIONS :- The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT:- The Contract shall include all labour which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS: The contractor shall carry out any Scope of work covered in Scope of work in Enquiry Sl. No.1 as per instructions of Executing official.

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

6. SUB-CONTRACT :- The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL .

7. COMPLIANCE TO REGULATIONS AND BYELAWS :- The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Byelaws of any local authority. The Contractor shall be bound to give all notices required by Statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. SECURITY DEPOSIT:- (1) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:

- | | |
|---|---|
| a) Upto RS.10.00 lakh | :: 10% of PO Value |
| b) Above RS.10.00 Lakh &
Upto RS.50 Lakh | ::Rs. ONE LAKH + 7.5% of the amount exceeding
Rs. 10.00 Lakh |
| c) Above Rs.50.00 Lakh | :: Rs.4.00 Lakh + 5% of the amount exceeding
Rs.50.00 Lakh |

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

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

- i) Cash,
- ii) Call Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- v) Insurance Guarantee issued by LIC or any of the four General Insurance Corporations.
- vi) Fixed Deposit Receipts issued by BHE Employees Co-op. Banks upto a maximum of RS.10,000- (Rupees Ten thousand only).
- vii) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl.No. (i to vi).
- viii) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

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

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by

reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

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

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

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

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

AGM / QC shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account

11. LABOUR:- The Contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of Wages Act 1936, Employees Liability Act 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

12. PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:

The Contractor shall at his own expense reinstate and make good to the satisfaction of **AGM/QC** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

14. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for the time being in force.

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

If the Contractor shall :

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

OR

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

OR

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

16. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT :

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

If the Contractor,

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

OR

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

OR

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

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

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

17. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the contractor:

- a) makes default in carrying out the work as directed and continues in- that state after a reasonable notice from **AGM / QC** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued there under:
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to **BHEL CANCEL** the contract as whole or in part thereof or c only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by **AGM / QC** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by **AGM / QC** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the **AGM / QC** whose decision shall be final and conclusive.

18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR.

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

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

20. SUBMISSION OF BILLS BY CONTRACTOR :- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to **AGM / QC** separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract Documents.
- b) Extra items /new items of work.

- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

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

22. RECOVERY FROM CONTRACTOR :- Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

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

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

25. FORCE MAJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the **AGM / QC** subject to prompt notification by the contractor.

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

27. SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

Data for information

(To be enclosed along with Technical bid)

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

**Signature with Seal of
Authorized signatory**

Enquiry No.:BHE:QC:SHOP:OS2:108 / Date:10.08.2012.

PART A**TECHNICAL BID CRITERIA**

Sl.No.	Technical Competencies	Vendor
1	ISO 9000 accreditation (Enclose Proof)	
2	Experience minimum 5 years in inspection related activities in Fabrication Industries. (Enclose Proof)	
3	Any instance of termination of contract in the middle (If Yes, specify the reasons)	
4	An Earnest Money Deposit (EMD) amount of Rs.200000/- (Rupees Two Lakhs) in the form of Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Tiruchirapalli is enclosed along with PART- A Technical Bid.	
5	PAN card No. (Enclose Proof)	
6	ESI No. (Enclose Proof)	
7	PF.Account No. (Enclose Proof)	
8	Service Tax registration No. (Enclose Proof)	

**Signature with Seal of
Authorized signatory**

PART B

PRICE BID

S.N	Activity / Description	Basis for Rate to be Quoted	Quoted Rate
1	Physical supervisory support for Boiler & Valve Shops Quality Control backend activities in work centre 1 to 4	Rate in Rupees PER METRIC TON of finished goods	

The Quoted rates are exclusive of service tax and duties. For Service Tax, Service Tax Registration Number is required.

- **Note:** The above details shall be submitted in Letter Head by Quoting the Rate

**Signature with Seal of
Authorized signatory**