

Group 1 : Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.

Group 2 : Equipment Scale cleaning and Scrap cleaning in Hot Mill.

Enq No:9652100015 Dt.28.12.2021;

Due Dt:08.01.2022,11.00 hrs



BHARAT HEAVY ELECTRICALS LIMITED
Seamless Steel Tube Plant
Tiruchirappalli- 620 014.
CONTRACTS / MATERIALS MANAGEMENT
Phone No: 0431 257 7849
e-mail: jjjohn@bhel.in

Enq No: 9652100015

Date: 29.12.2021

NOTICE INVITING e-TENDER (NIT)

Dear Sir/ Madam,

Subject: Two-part e-Tender Inviting techno-commercial and price bids for the following works, to be done at SSTP-BHEL, Trichy.

“Group 1: Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.

Group 2: Equipment Scale cleaning and Scrap cleaning in Hot Mill.”

Please submit your competitive offer through e-procurement portal <https://eprocurebhel.co.in> only, for the above subject works as per the conditions given in the WORK/ RATE SCHEDULE and tender conditions enclosed along with the tender.

1	NAME OF THE WORK	Group 1 : Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill. Group 2 : Equipment Scale cleaning and Scrap cleaning in Hot Mill.	
2	AREA OF THE WORK	Hot Mill, SSTP	
3	ENQUIRY NUMBER & DATE	9652100015 dated 28.12.2021	
4	TOTAL EARNEST MONEY DEPOSIT (EMD)	If Vendor quotes for Group-1 = Rs.22,860/- If Vendor quotes for Group-2 = Rs.9,360/-	
5	BANK GAURANTEE	NOT APPLICABLE	
6	PERIOD OF CONTRACT / COMPLETION TIME	SIX MONTHS from date of award of work.	
7	LAST DATE/TIME FOR RECEIPT OF OFFER	11:00 Hrs on 08.01.2022	
8	TECHNO COMMERCIAL OFFER OPENING DATE/TIME	11:30 Hrs on 08.01.2022 Change in opening date, if any, will be intimated later.	
9	PRICE BID OPENING DATE	The date/ time of price bid opening will be intimated to the techno-commercially qualified tenderer separately.	
10	TENDER DOCUMENT DETAILS	PART -1: TECHNO COMMERCIAL BID	
		PART - 1 A	PRE-QUALIFICATION CRITERIA
		PART - 1 B	GENERAL INSTRUCTIONS TO TENDERER
		PART - 1 C	GENERAL TERMS & CONDITIONS
		PART - 1 D	SPECIAL TERMS & CONDITIONS OF CONTRACT
		PART - 1 E	COMPANY / CONTRACTOR DETAIL
		ANNEXURE-B	CA CERTIFICATE FORMAT
		PART - 1 F	CERTIFICATE OF COMPLIANCE
		PART - 1 G	NO DEVIATION CERTIFICATE
		PART - 1 H	SCOPE OF WORK
		PART-2: PRICE BID	
		PART - 2	PRICE BID (Vendor to quote the price in eprocurebhel.co.in portal as per the reference price bid format enclosed as PART-2: PRICE BID of Tender documents)

11	CONTACT DETAILS FOR QUERIES RELATED TO TENDER	JIBU JACOB JOHN , DEPUTY MANAGER, PURCHASE, CONTRACTS & MS, SSTP, BHEL, TRICHY – 620014, 0431 257 7849 ; e-mail: jjjohn@bhel.in
12	WORKING AREA CONTACT DETAILS	P. DHINESH , DEPUTY MANAGER, HOT MILL PRODUCTION, SSTP, BHEL, TRICHY – 620014, 0431 257 8583 ; e-mail: dhinesh@bhel.in

The Tender documents can be downloaded from BHEL website (http://www.bhel.com/tender/tender_home.php)

SPECIAL INSTRUCTIONS TO THE BIDDERS:

- 1) Bidder should arrange for the EMD as specified in the tender document. Mode of Payment of EMD shall preferably be in e-Collect mode only, while making such payment, Enquiry number to be mentioned in Remark column. Bidders registered as MSE [either Udyog Aadhar Memorandum(UAM) or else UDYAM registration certificate] / NSIC / SSI are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit/upload any of the following documents in eprocurebhel.co.in along with the offer:

(i) the attested copies of either **valid EM-II Certificate** (five years from the date of issue of acknowledgement in EM-II or else, with attested original copy of a CA Certificate in Enclosed Format)

or

(ii) **MSE** [either Udyog Aadhar Memorandum(UAM) -along with CA certificate in original in attached format or else UDYAM registration certificate]

or

(iii) **valid NSIC**

or

(iv) **SSI certificate.**

Tenders without EMD or MSE or NSIC or SSI or EM-II proof as above will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.

- 2) In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD /Banker's cheque submitted to Contracts/SSTP(BHEL) and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected. The hardcopy of above documents should be posted/couriered/given in person in a sealed cover super scribing "Name of Work/Enquiry number/Enquiry due date/EMD" to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 3) Tech. cum Commercial offer shall contain all documents duly filled and signed by the tenderer and affix seal for having accepted the conditions, in all the pages with documentary evidences for Pre-Qualification Criteria (PQC) such as experience, value of work executed in the similar nature of work etc., and upload in eprocurebhel.co.in portal. Any bid without proper documentary evidence for qualifying criteria shall not be considered for further evaluation. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 4) Vendor to quote the price in eprocurebhel.co.in portal as per the reference price bid format enclosed as PART-2: PRICE BID of Tender documents. The tenderer has to quote most competitive rates for all the items given in the Bill of Quantities in price bid.
- 5) Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- 6) Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 7) Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- 8) Bidders are advised take due care while quoting the technical and price bids forms in the eprocurebhel.co.in system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical

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information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.

- 9) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- 10) The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- 11) In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

The completed Techno-Commercial bid and Price bid along with requisite EMD for this work shall be uploaded in e-procurement portal <https://eprocurebhel.co.in> on or before **08.01.2022 at 11.00 Hrs.**

The Technical cum commercial offer will be opened on the **08.01.2022 at 11.30 Hrs.** Change in Techno-commercial offer opening date, if any, will be intimated later. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to those bidders whose Tech cum commercial offer is accepted. You / Your authorized representative may participate in the tender opening.

Thanking you,

For **Bharat Heavy Electricals Limited,**

Jibu Jacob John

Deputy Manager,
PURCHASE, CONTRACTS & MS,
Administrative Building,
SSTP / BHEL / Trichy – 620014.
Tamilnadu, India.
Phone: 0431-257 7849
Email: jjjohn@bhel.in

Encl ;

- 1) Part-1: Technical cum commercial Bid.
- 2) Part-2: Price bid.

PART-1
TECHNO-COMMERCIAL BID
PART - 1A: PRE-QUALIFICATION CRITERIA

Sl. No	Description	Vendor to confirm	
A	EXPERIENCE: The bidder shall have previous experience in executing the contract works in any Central/State Govt./PSU company/Private organization during last seven years from the date of issue of this tender for a minimum period of 1 year. The bidder shall submit documentary evidence (Work order copy/Work completion certificate or Customer satisfaction certificate) for the work completed as supporting document, along with the offer, in order to qualify. Otherwise their offer is liable for rejection. Experience certificate from Private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization or Form 26 As or Bank statement for transaction of payment.	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed Copy to be uploaded in eprocurebhel.co.in portal	
	The bidder shall submit the previous experience document in any of the following ways:		
A.1	Three Works / Service contracts each costing not less than the contract value of Rs.4,57,199/- if the vendor quotes for Group-1, Rs.1,87,195/- if the vendor quotes for Group-2 (OR)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed	
A.2	Two Works/Service contracts each costing not less than the contract value of Rs.5,71,498/- if the vendor quotes for Group-1, Rs.2,33,994/- if the vendor quotes for Group-2 (OR)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed	
A.3	One Works / Service contract costing not less than the contract value of Rs.9,14,397/- if the vendor quotes for Group-1, Rs.3,74,390/- if the vendor quotes for Group-2	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed	
B	Name and contact details like E-mail, phone number, Fax no etc. of the Customer / company where the maintenance contract is executed. Bidder to give details.		
C	BHEL Vendor code & Division (if applicable)-		
D	Financial Soundness: Vendor to submit Self-attested copy of Income tax return acknowledgement, Audited Balance sheet and Audited Profit & loss statement indicating CA membership number for any of the three consecutive financial years out of five years i.e. 2015 – 2016, 2016-17, 2017-18, 2018-19 & 2019-20 (Assessment Years 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21).		
D.1	Average Annual financial turnover for any of the three consecutive years during the last five financial years, should be at least Rs.3,42,899/- if the vendor quotes for Group-1, Rs.1,40,396/- if the vendor quotes for Group-2		
D.2	Balance Sheet (Copy of Balance Sheet certified by CA to be attached)	Financial Year	Please Tick(v) in the appropriate box
		2015-16	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2018-19	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
D.3	Profit & Loss Statement (Copy of Profit & Loss Statement certified by CA to be attached)	Financial Year	Please Tick(v) in the appropriate box
		2015-16	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2018-19	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
D.4	Income Tax Return acknowledgement (Copy of ITR to be attached)	Financial Year	Please Tick(v) in the appropriate box
		2015-16	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed

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		2016-17	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2018-19	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2019-20	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
E	The rate should be quoted in firm throughout the currency of the contract without any price variation clause.		<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
F	Income Tax Registration (PAN) (copy of PAN to be uploaded in eprocurebhel.co.in portal)		<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
G	Goods & Service Tax Registration (copy of GST Registration to be uploaded in eprocurebhel.co.in portal) (Declaration to be attached if vendor is Exempted from paying GST)		<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
H	ESI Registration (No. & Date) (Copy of ESI Registration to be uploaded in eprocurebhel.co.in portal)		<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
I	EPF Registration (No. & Date) (Copy of EPF Registration to be uploaded in eprocurebhel.co.in portal)		<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
J	(i) Mobile number (which is linked to GST registration number)- (ii) Email id (which is linked to GST registration number)- (iii) HSN / SAC code- Offer will be entertained only if the bidder submit the details as above & has a valid GST registration Number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.		
K	Acceptance for Scope of Work as per the Enquiry		<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
L	Acceptance for All Terms & Conditions as per the Enquiry; viz. Safety, LD/Penalty, Risk Purchase, Suspension of Contract, Indemnity, BHEL Fraud Prevention Policy, etc. as given in "General Terms & Conditions".		<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
M	BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected. Bidder to confirm.		<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
N	No deviation certificate (as indicated in PART-1G of the tender document) on bidder's Letter head, duly signed and stamped to be uploaded by the contractor along with offer.		<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
O	Quoting for which Group (Group 1/ Group 2) to be indicated in e-procurement portal.		<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
R	EARNEST MONEY DEPOSIT (EMD) Payment of EMD shall be in e-Collect mode only, while making such payment, Enquiry number to be mentioned in Remark column.		<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted

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Note:

- i. At any stage, BHEL may ask for original documents and contractor has to submit the same.
- ii. Tenderer should indicate for which Group(s) (Group 1/ Group 2) he is quoting, in the EPS portal.
- iii. All the documents should be valid and to be renewed and kept valid throughout the contract period, if contract is awarded.
- iv. All documents should be in the name of company/ Managing Director/ Partner(s)/ Proprietor.
- v. Apart from furnishing the above details, copies of relevant documents/ certificates must be uploaded with the Technical Bid.
- vi. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
- vii. Digitally/ Physically signed copy of all the above documents to be uploaded in EPS portal.

PART - 1B

GENERAL INSTRUCTIONS TO TENDERER

The Contractors who wish to participate should go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

1.1 Before Tendering the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.

1.2 While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax during the operation of the Contract period from the date of commencement of work as directed by BHEL.

1.3 While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

1.4 All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.

1.5 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.

1.6 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.

1.7 Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.

1.8 Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof. (No extension of time shall be given for submission of the Tender on any account).

1.9 Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.

1.10 If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.

1.11 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

1.12 Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.

1.13 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.

1.14 The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.

1.15 Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted

1.16 In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

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ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

2.0 Signing the Tender

2.1 The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.

2.2 Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

2.3 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

2.4 A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

2.5 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

3.0 Earnest Money Deposit (EMD):

3.1 Tender must be accompanied by Earnest Money Deposit for the amount mentioned in Tender Notice, in any of the forms mentioned below:

1) "Payment of EMD & SD must be in e-Collect mode only, while making such payment, Enquiry number to be mentioned in Remark column".

EMD PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL-Tiruchirapalli and through SBI E-collect. Vendors (EMD and SD Payments payable by others) can utilize this facility. Payments can be made using Internet Banking. Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

Select State Bank Collect available on the top (pre login page)

Accept the terms and conditions and click "PROCEED".

Select State "TAMILNADU" and Institution type "INDUSTRY".

Select "BHEL" TRICHY under "INDUSTRY".

In the next page, select APPROPRIATE category, fill the details correctly & click "SUBMIT".

If all details entered are correctly populated, click "CONFIRM" to proceed.

Make payment as per your convenience. (options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).

SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

Login to www.onlinesbi.com

Select State Bank Collect available on the top (pre login page)

Accept the terms and conditions and click "PROCEED".

Select "PAYMENT HISTORY" option available on the left side of screen.

Using two options as mentioned below, you can get the receipt: Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.

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If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit. In the next page, take print out of receipt.

2) Bidders registered as MSE [either Udyog Aadhar Memorandum(UAM) or else UDYAM registration certificate] / NSIC / SSI are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit in EMD cover along with the offer, the attested copies of either valid EM-II Certificate (five years from the date of issue of acknowledgement in EM-II or else, with attested original copy of a CA Certificate in Enclosed Format) or MSE [either Udyog Aadhar Memorandum(UAM) along with CA certificate in original in attached format or else UDYAM registration certificate] or valid NSIC or SSI certificate. Tenders without EMD/ MSE/ NSIC/ SSI/ EM-II proof as above will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.

Note:

1. EMD shall not carry any interest.
2. EMD in any form other than above mentioned forms will lead to rejection of offer.

4.0 Quoting

4.1 Quoting best rate and the sanctity of the L1 status.

4.2 Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

5.0 Participation

5.1 The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

6.0 Validity of Offers:

6.1 The rates quoted shall be valid for acceptance for a minimum period of **90 days** from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed.

PART - 1C

GENERAL TERMS & CONDITIONS

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 BHEL, Trichy, to supervise the work or part of the work.
- (e) "Approved" and "Directed" means, the approval or direction of BHEL, Trichy official, or person deputed by him for the particular purposes.
- (f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including SM / WCM authorized to invite Tenders and enter into Contract for works on behalf of the Company.
- (g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
- (h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- (i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- (j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

DEVIATIONS:- The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL, Trichy official, no such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

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.

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

1. EARNEST MONEY DEPOSIT (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice. The Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer. In the case of successful tenderer, the Earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work in accordance with clause 2 of the General Terms and Conditions of contract.

Note: EMD shall not carry any interest.

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.
- iv) GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor"

2. SECURITY DEPOSIT (SD):

The contractor whose tender has been accepted shall deposit the prescribed sum as per Clause 5.2 towards Security Deposit before the commencement of work.

The rate of security deposit for the contract will be 5% of the contract value.

The Security Deposit may be furnished in any of the following forms:

i) Cash (as permissible under the extant Income Tax Act).

ii) Payment of SD in e-Collect mode, while making such payment, Enquiry number may be mentioned in Remark column.

iii) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL).

v) Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patra etc. (held in the name of the contractor furnishing the security and duly endorsed / hypothecated / pledged as applicable, in favour of BHEL, Trichy).

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

vi) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit will be collected before start of the work and the balance 50% may be recovered from the running bills.

vii) EMD of the successful tenderer shall be converted and adjusted against the security deposit. NO INTEREST SHALL BE ALLOWED ON SECURITY DEPOSITS. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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 realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period. In case no maintenance period is applicable, then 100% of security Deposit will be refunded after confirming the final bill payment.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

3. COMPLIANCE TO STATUTORY PROVISIONS AND RULES:

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

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

- (a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- (b) The minimum wages Act 1948 and the related rules.
- (c) The payment of wages Act 1936 and the related rules.
- (d) The Factories Act 1948 and related Tamil Nadu Rules
- (e) The Employees' Provident Fund & Miscellaneous provisions Act 1952
- (f) The Employees State Insurance Act 1948.
- (g) Workmen Compensation Act 1923
- (h) Payment of Bonus Act 1965
- (i) Maternity Benefit Act, 1961
- (j) Payment of Gratuity Act, 1972
- (k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979 Equal Remuneration Act, 1976
- (l) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more Personnel)

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(m) The Industrial Disputes Act 1947

(n) The Building and other Construction Workers Welfare Cess Act. 1996

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

The age of the contract workers deployed should be above 18 and below 50 years

If the Contractor employs more than twenty employees, he shall obtain License to this effect from the

Factory Inspectorate and renew the same periodically.

Vendor shall have their own PF and ESI Codes and comply with the relevant Acts.

Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company Officials even at short notice:

(a) Form XIII - Register of Workmen employed by contractor (Rule 75)

(b) Form XIV -- Employment card issued by contractor (rule 76)

(c) Form XVI Muster Roll (Rule 78(1) (a) (i)

(d) Form XVII - Register of Wages (Rule 78(1) (a) (i)

(e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)

(f) Form XIX - Wage Slip (Rule 78) (b)

(g) Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii)

(h) Form XXI - Register of files (Rule 78) (1) (a) (ii)

(i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)

(j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)

(k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

(l) Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him.

Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.

In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.

BHEL shall not be responsible for any losses, damages to the contractor or to his employees

Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors

Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL

Contractor shall obtain license under CL (R&A) Act, 1970.

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The contract shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL. Entry permits of the labour are to be issued by the contractor with contractors monogram.

Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B (Rule 25 (viii) & 81 (3) to BHEL, for forwarding the same to Labour Department.

The contractor shall attend to all inspections notified / conducted by the BHEL, Labour department, P.F authorities, Factory Inspectors, ESI inspectors, Medical Authorities or any other such authorities

The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that workmen follow all rules and regulations related to safety and security.

LABOUR LICENSE:-

The Contractor employing 20 or more crew members shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the crew members 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.

COVERAGE UNDER THE ESI / PF ACT / MISCELLANEOUS PROVISIONS ACT

The Contractor shall ensure that all his personnel are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number / Enrolment Number before executing the Contract work.

The Contractor shall regularly pay the amount by contribution i.e. employer's contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.

The Contractor shall ensure that his contract personnel are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of Contract work.

The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned

Whenever any sum of money is found to be recoverable from or payable by the Contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this Contract or under any other Contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the Contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

In case of noncompliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the Contractor / sub-Contractor.

The Contractor shall abide by all the labour and other laws applicable to Contract labour / worker under this Contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.

Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

WAGES

The Minimum Wages as prescribed by the State Government from time to time should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

Payment to employees engaged by the contractor:

The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

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The Contractor shall comply with the applicable provisions of payment of Wages Act-1936, Minimum Wages Act-1948, Employees Liability Act-1938, Employees Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.

Contractor shall be responsible for making payment of wages within 7days from there last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.

Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the contract labours only after signed by all the contracts labours in filled wage register.

Contractor Shall have / obtain license under the Contract Labour (Regulation and Abolition Act-1970

Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamilnadu, which are applicable to General Engineering and Fabrication Industry, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective nationalised bank accounts by means of NEFT / RTGS / IMPS

Contractor shall provide the details of manpower to be deployed for the subject scope of work with the following details

S.No	Name	Aadhar Number	Savings account bank details of nationalized bank	Confirmation and acceptance by the contract employees for bank details and payment of salary in there bank account

Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details as per the above table.

While submitting the bills, the contractor should submit a proof of payment made to employees through nationalised bank along with PF and ESI contribution to Welfare Section every month for effecting, Payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of minimum wages as per prevailing acts, for getting payment from BHEL.

Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period will be reimbursed / adjusted based on actual payment made to contract labours only. service charges as indicated in Part B of Price Bid will not be payable on such additional amount.

The contractor should remit the salary / wages of their workmen only through nationalised bank, directly to the salary / savings account employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary / wages to the workmen concerned has been remitted in the nationalised bank account of the workmen. The relevant Bank Statement/ proof for Bank Payment should be produced along with PF and ESI challans every month.

No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.

If the contractor employs more than twenty employees, he has to obtain License to this effect from the Factory inspectorate and renew the same periodically.

The contractor should follow and comply with minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments rules & regulations.

Each contract employees must have his own PF and ESI codes and comply with the relevant Acts.

Contractor shall make PF, ESI contributions as per applicable laws in force and the statutory guidelines issued from time to time by the Government of India.

The contractor workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to safety, Welfare and Line Executive concerned.

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The Contractor shall ensure to disburse the wages to his workers on the 7th day of every consecutive month in the presence of such authorized representatives of BHEL Management.

"The contractor has to disburse the salary/wages for their workmen and the relevant Bank statement/proof for Bank payment should also be produced along with PF and ESI challans to Welfare Section every month."

A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer In charge for each month.

The Contractor shall inform the BHEL Management every month the details of Contract labour engaged for each Contract in the following forms:-

(a) Serial Number.

(b) Location.

(c) Period of Work.

(d) No. of Contract labour engaged during the month.

(e) No. of days worked.

(f) No. of Man – days worked.

(g) Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTRATION WITH BHEL

Every Contractor shall register his name with the CONTRACTS Department of SSTP BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

(a) Name of the Contractor.

(b) Nature of Work.

(c) Period of Work.

(d) Number of maximum labour employed by him on anyone day.

(e) License No. & Date (Applicable in case of Contractors employing 20 or more workers).

(f) The labour should be enrolled with PF, ESI and enrolment No should be furnished on finalization of Contract.

The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

BIOMETRIC ENTRY / EXIT SYSTEM FOR CONTRACT PERSONNEL

The Entry / Exit of the Contract personnel are to be regulated only through Biometric system.

The Contractor initially will be issued with a temporary gang pass for his / her Contract personnel for period of ten days.

The Contractor should arrange photo coverage for all his / her employees within the above stipulated time.

The Contractor has to submit Form I for all his / her Contract employees. All the particulars required in Form I are to be provided by the Contractor without fail.

The Contractor should educate the Contract personnel in registering the attendance through the system.

Whenever a Contract workman migrates or leaves service, the Contractor has to surrender the biometric card of the particular Contract workman to Contract Cell with immediate effect.

If a Contract workman having biometric card joins another Contractor, the Contractor who engages them, has to intimate Contract cell along with the biometric card for switching over the Contract employees from the earlier Contractor to the present Contractor.

On completion of the work, the Contractor has to surrender all the biometric cards immediately to the Contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill / security deposit of the Contractor.

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If any Contract employee loses his / her card, the Contractor shall arrange a duplicate for the employee by paying an amount of Rs.100/-.

The Contractor is totally responsible for the biometric cards issued to his / her Contract employee.

The Contractor has to indemnify BHEL for all the damages and loses caused by his / her employee.

PAYMENT OF BILLS:

Payment will be made on monthly basis after completion of work and certification of bills by respective area Executive in charge after forty-five days.

Payment shall be made against Certification by BHEL-Engineer in charge.

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

- a) Documentary proof for payment of PF / ESI with individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.
- d) If the Contractor is not registered under GST, then a declaration shall be submitted along with offer that they are within the threshold limit.

All payments to be made to the Contractor, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement)).

GST:-

Wherever GST is liable to be paid by the Contractor, the Contractor shall register himself under the GST Rules and a copy of Certificate of Registration shall be furnished to Account Dept.

After registration, the payment of GST shall be effected by the Contractor to the Central Government monthly / quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.

The invoice / bill in original duly signed by the Contractor claiming the payment for Service Tax shall clearly indicate the following:

- a) Continuous Serial no. & date of the bill
- b) Cost of the service
- c) Separately showing the GST amount calculated at the applicable rate.
- d) Separately showing the Cess on GST amount.
- e) PAN based GST Registration No.

The GST claimed in the bill will be paid to the Contractor based on the proof of payment of GST to the Central Government for the previous month / quarter as the case may be

GST 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'

I) Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.

II) After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.

III) The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:

- 1.Continuous Serial no. & date of the bill

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2. Cost of the service

3. Separately showing the GST amount calculated at the applicable rate

4. PAN based GST Registration No

IV) The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.

2. AVAILING INPUT TAX CREDIT (ITC): For service after implementation of GST i.e. after 30.06.2017, the following conditions will apply and vendor shall fully comply to the below points.

Indigenous Service Provider:

I. Response to Tenders for Indigenous vendor will be entertained only if the vendor has a valid GST registration no which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.

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

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

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

V. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the non-completion of work, within the calendar month notified by EII IEL.

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

VII. GST is also applicable for LD and same will be recovered from defaulted contractor.

INCOME TAX: -

Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labour for any work as follows:

Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.

TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

4. SAFETY CONDITIONS & GUIDELINES The Factories' Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories' Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

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Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Following points shall be ensured for the safety of contract employees. I. Identity and Entry:

1.The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.

2.The contractors not to employ people whose age is below 18 years.

3.HR / Welfare will issue passes to the trained employees only.

4.Welfare has to arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.

5.The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR / Welfare.

II. Training:

1.Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.

2.This shall be done within a period of 2 weeks after awarding of fresh contract.

3.For ongoing contracts the contractors has to identify the persons to be trained within a period of 2 weeks.

4.Driving /operation of Crane / Jumbo / Fork lift etc. are to be done only by authorized persons.

III. Dress Code:

1.Male employees should enter gates only with Safety shoes, Pants-Shirts. (Dhoti, Lungi are not permitted).

2.Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree / chudidhar is a must).

3.Normal shoes are acceptable for office area work only.

4.Employees working in canteens can wear sandals shoes.

5.Welfare will finalize and indicate a colour coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers.

Procedures:

1.Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.

- 2.Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
- 3.Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures in case if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
- 4.Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
- 5.The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
- 6.The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
- 7.Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
- 8.Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
- 9.Users agreed to initiate the permits for all the works mentioned in the table given below to safety mgmt. for clearance.

Work Permit instructions

SI. No	Works	instructions
1	Construction, erection & Commission of new and Modification of existing civil structure.	The contract workers employed shall have sufficient job knowledge shall follow the procedures and dress code.
2	Periodical Civil maintenance work at height.	Only experienced people shall be allowed to carry out at the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
3	Work at height – including roof light maintenance and furnace work.	Only experienced and qualified electrician shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
4	Welding work at process plant including pipe lines PG and acetylene plant	Only experienced people shall be allowed to carry out, the work at height. Shall take care of nearby pipeline, remove all flammable materials Get help from fire service.
5	Crane erection and modification work	Only experienced people shall be allowed to carry out the work. Wear safety belt and use life line. Net etc. Remove all loose material.
6	Excavation and Blasting	Some lapse is noticed obtaining Excavation permit, shall be strictly followed. Only licensed holder shall carry out blasting, accountability shall be properly maintained for the explosives, unauthorized / unapproved explosives shall not allowed. Only authorized equipment shall be used for blasting.
7	Fragile roof work	Only experienced people shall be allowed to carry out the work at the fragile roof. Physically fit without any vertigo problem. Wear safety belt and use life line. Net etc. They shall be properly instructed before going to the roof.
8	Confined space work, cellars, furnace ducts	Oxygen level to be checked to before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars / confined space.

- 1.Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
- 2.Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

V. Equipment:

- 1.All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
- 2.Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
- 3.Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
- 4.Qualified electricians are only to be used for giving connections.
- 5.Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
- 6.For portable electrical equipment supply to be taken using plugs points.
- 7.Wires / cables extension box should be in good condition.
- 8.Proper earthing should be maintained.
- 9.Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
- 3.Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

VI. All contractors:

A. Gas Plant:

- 1.Contractors to use only trained persons for working in LPG installations with separate identity and to furnish valid documents for working in LPG area.
- 2.If LPG is used, hazards, safe handling methods, etc., are to be clearly explained to the employees and safety measures are to be taken.
- 3.People working in LPG line, furnace, and installation are to be aware of LPG properties; hazards involved and should work with adequate precautions and assistance. Hot work permit to be obtained any welding / cutting work in this area. No spark or flame is allowed.
- 4.Awareness on PG Plant, Inflammable stores for contract employees should be ascertained by the contractors. Contract employees authorized by safety are only to be allowed. Others not allowed.
- 5.Adequate precautions must be taken by contractors for their employees working in the PG area. (Gas generation, coal handling, poking operation, booster area, ash handling, tar and phenol handling, pipe line work etc.) -

B. Electrical Contractors:

- 1.Must ensure proper care before working on electrical lines.
- 2.Must have obtained line clearance / work permit for all electrical work, panel board cleaning, roof light changing, cable trench works and works in confined areas.
- 3.After completion of the work the line clearance / permits must be closed.
- 4.Must remove all the left out choke, bulbs, tools, fasteners etc. after completion of the work (working on height).
- 5.Portable machines, lines drilling machines must be with proper plug points.
- 6.Unused new cables and fittings are to be returned to the concerned. Old cables / used cables are to be removed and returned properly.

C. Painting Contractors:

- 1.Must know the characters of paints, thinners, solvents etc. before handling.

2.User departments and the contractor must provide Materials Safety Data Sheets (MSDS) for the contract employees involved in painting work.

3.Contractors should provide respirators to the employees doing painting work.

4.User departments should ensure training for contract employees in Fire prevention, firefighting etc.

5.The training shall be through Fire / Security department.

6.Contract employees must take adequate precaution to prevent fire while working. D. Civil Contractors:

D. Civil Contractors:

1.Employees working in Civil constructions should be familiar with the relevant work viz. masonry work construction, tiles, partition, floor elevated work etc.

2.Tools, equipment pertaining to their works must be in good condition and with valid certificates. The workers employed must be skill full enough to complete the work- roof work, work at height, excavation blasting etc.

3.Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department / WEL This is a must for the works like working at height, Jack hammering, sewage cleaning etc.

4.Vehicles used for construction works like Lorries, excavation equipment (JCB), Mixing machines etc., are sound in operating condition.

5.User departments should ensure that the applicable procedures are clearly understood by contract employees involved in civil maintenance viz flooring, floor cleaning, building maintenance, water line, pipe lines, storm water, ETP Maintenance etc. The adherence to the procedures must be ensured by contract supervisor.

6.The operators should be licensed, trained and authorized persons. Valid certificates / documents must be shown on demand.

7.Employees should remove the waste materials from the work spot after completing the works. E. Transport Contractors:

E. Transport Contractors:

1.Vehicles carrying materials should have proper registration documents and must be produced on demand to BHEL security staff.

2.The driver of the vehicle must possess valid heavy duty license, vision Test certificates & relevant valid vehicle documents as per the factory Rules and to be produced on demand to the security staff.

4.No persons other than driver should be allowed to sit or stand on the Prime Movers of the trailer.

5.Should not do Cooking, Bathing, Vehicle cleaning etc. within the premises.

6.The lights on right side (i.e.) over driver's cabin should be in working condition.

7.Both the head lights as well as park lamps must be in working condition.

8.The tire, brake, horn, turning lamps, etc. must be in good conditions.

9.The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

10.There must be a safe distance behind another moving truck.

11.If vehicle got break down, they should attend maintenance work and ensure to avoid oil and grease spillage & traffic issues.

12.Drivers should not do material handling activities.

13.Must not stand under / close to load while lifting the materials 14. Speed limit of 20 km/hr. to be maintained inside the factory premises.

F. Shipping:

1.Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.

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- 2.Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- 3.The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chasis.
- 4.The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
- 5.The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
- 6.There must be side packing such as gunny, rubber-tire between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
- 7.There must be minimum two fastening and it should be more in case of lengthier loads.
- 8.The loose pieces should be bundled before loading on the truck.
- 9.There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- 10.The materials should not be stacked too high to avoid hitting against live electric lines.
- 11.Must not lift beyond the capacity (SWL) of mobile cranes.
- 12.Must keep valid certificates for the individual (inclusive of vision Test certificates) and lifting equipment.
- 13.Should not use mobile cranes for transporting and dragging VII. Travels / Taxi Contractors:
- 14.Must have valid documents like Driving license, RC, Insurance, FC, Vision Test Certificate.
- 15.Max speed limit 20 km / hr. must be followed, Timing prescribed for entry and exit to be strictly followed. Not to overtake inside the Premises.
- 16.Seat belt must be worn by taxi drivers, Park cars only in the permitted areas.
- 17.Using mobile phones while driving and playing iPod, inbuilt music systems etc. in the vehicles are banned within the factory premises.

VIII. Welfare:

- 1.The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
- 2.Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System

IX. Health Check-up:

Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department / BHEL for updating. Specific test is a must apart from General Health check-up for the works like

- 1.Working at height- Vertigo test
- 2.Mobile crane operator- Vision test, audiometric test
- 3.Vehicle drivers- Vision test, audiometric test
- 4.Shot blasting operations- Lung function test, audiometric test
- 5.Canteen employees- Dermatitis
- 6.Jack hammering- Lung function test, audiometric test
- 7.Sewage cleaning- Lung function test,
- 8.Electro-plating- Skin and respiratory tract
- 9.Grinding - Lung function test, audiometric test

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10.Spray painting - Skin and respiratory tract X. Safety Equipment

Contract employees must wear the PPEs relevant to the nature of work in addition to the safety shoes.

- 1.Welding - Welding Shield and goggles
- 2.Gas cutting - Aprons, Gas cutting goggles
- 3.Painting - PVC gloves, PVC apron, respirators
- 4.Electrical work - Electrical Resistance gloves, gum boots (during rain)
- 5.Work near hot furnace - Heat resistant gloves Sr Apron
- 6.Glass wool related works - Respirators, Barrier Cream
- 7.Slag removal, cleaning and grinding work - Goggles / dust respirators.
- 8.Handling of rough and sharp surfaced objects - Leather gloves
- 9.Sanitary work - Hand gloves, Gum boots
- 10.Concrete preparation - Gum boots Electrical
- 11.Work at height - Rubber gloves, Safety Belt, fall arrestors, Life line Rope.

XI. Violations:

The following will be treated as serious violations and appropriate actions shall be initiated by BHEL.

- 1.Employing people whose age is below 18 years.
- 2.Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
- 3.Not wearing FTEs.
- 4.Working without proper work permit.
- 5.Possession of mobile phones other than taxi drivers.
- 6.Using mobile phones while driving.
- 7.Unauthorized electrical connections.
- 8.Driving / operation of Crane / jumbo / Fork lift etc. by unauthorized persons.
- 9.Unauthorized operation / driving of Lorries, mobile cranes etc.
- 10.Smoking, alcohol, audio-playing etc.
- 11.Moving to unconnected areas.
- 12.Any wilful act that creates unsafe conditions.

5.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.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. 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.)

6.RISK PURCHASE:

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

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

7.FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

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

8.ADOPTION OF INTEGRITY PACT:

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief.

BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

9.SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

10.LIQUIDATED DAMAGES (LD) / PENALTY:

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

a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.

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

11.INDEMNITY:

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.

The Contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.

The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against:-

(i)Observance of Labour & Industrial Laws.

(ii)All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.

(iii) Documentary compliance relating to billing.

12. RIGHTS:

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BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.

In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.

All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.

In case the Contractor fails to pay the wages for his employee which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month and Bonus once in a year as per the bonus Act, BHEL have the rights to recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition BHEL, Trichy-14 will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.

13.PRECAUTIONS AGAINST RISK:

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

14.DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE:

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

15.LAWS GOVERNING THE CONTRACT:

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

(i)Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.

(ii)No BHEL employee and their dependents are eligible to submit their offer against this Tender.

16.CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

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

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

OR

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

OR

(c) Obtain a Contract with BHEL as a result of ring Tendering or by non-confide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

17.CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT:

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

If the Contractor,

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

OR

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

(b) Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by BHEL, Trichy which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL, Trichy, or the same shall be recovered from the Contractor by other means.

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

18.CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

(a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL, Trichy, or his authorized representative ;

(b) fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued thereunder ;

(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 only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by BHEL, Trichy official, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL.

If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by BHEL, Trichy or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the BHEL, Trichy, whose decision shall be final and conclusive.

19.TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

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

20.SPECIAL POWER TO TERMINATION:

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

21.RECOVERY FROM CONTRACTOR:

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

22.POST TECHNICAL AUDIT OF WORK AND BILLS:

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

23.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 authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the Contract.

24.ARBITRATION:

All disputes between the parties to the Contract, arising out of or relating to the Contract, other than those for which the decision of the BHEL, Trichy, 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 Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director 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.

25.JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration

26.FORCE MAJEURE CLAUSE:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other

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within 7 days from the date of occurrence therefor 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 BHEL subject to prompt notification by the Contractor.

BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

27.OVER RUN COMPENSATION (ORC):

Payment of Over-run compensation (ORC) where the delay is not attributable to the Contractor, is NOT APPLICABLE for this tender.

28.BONUS CLAUSE:

Bonus clause for earlier completion of work on a back-to-back basis, is NOT APPLICABLE for this tender.

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PART - 1D

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 CRITERIA FOR AWARD OF WORK:

The evaluation of Offer for award of work shall be on the basis of **Group wise L1** on "Total Cost to BHEL".

Work order will be awarded on Group wise L1 basis.

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Group 2 : Equipment Scale cleaning and Scrap cleaning in Hot Mill.”

2.0.1 Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

2.0.2 BHEL will finalize the rates through price bid opening. Hence, Tenderers are requested to give their best prices at the first instant itself.

2.0.3 In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of this Tender.

Group 1 : Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.

Group 2 : Equipment Scale cleaning and Scrap cleaning in Hot Mill.

Enq No:9652100015 Dt.28.12.2021;

Due Dt:08.01.2022,11.00 hrs

PART – 1E
COMPANY / CONTRACTOR DETAIL

The following information's are required for communication for Tender finalization.

GENERAL DETAILS:

SL No	Description	Details
1	Name of Company / Contractor	
2	Status of the Company / Contractor (relevant documents must be enclosed)	<input type="checkbox"/> Public Limited; <input type="checkbox"/> Private Limited <input type="checkbox"/> Partnership Firm; <input type="checkbox"/> Single Ownership
3	Name of Owner/Partner of Company	
4	Address for Correspondence	
5	5.1 Landline	
	5.2 Mobile	
6	E-mail ID	
7	Income Tax Registration (PAN) (copy of PAN to be attached)	
8	PF Registration Documents copy.	<input type="checkbox"/> Registered and copy Enclosed <input type="checkbox"/> Not Registered
9	ESI Registration Documents copy	<input type="checkbox"/> Registered and copy Enclosed <input type="checkbox"/> Not Registered
10	GST Registration (Declaration to be attached if vendor is Exempted from paying GST)	<input type="checkbox"/> Registered and copy Enclosed <input type="checkbox"/> Not Registered
11	HSN / SAC code :	

1. Self attested copy of all the documents should be uploaded along with Tender. If at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor.

2. If Company / Firm is not registered with GST, PF and ESI, they will have to get registered immediately after award of Contract to comply with the statutory requirements.

3. Contractor has to provide copy of GST registration certificate. Wherever Contractor is not registered with GST, a declaration from the Contractor stating that the Contractor is within the threshold limit to be provided. If Contractor has applied for Service Tax registration, a copy of registration is to be provided. Offer will be entertained only if the bidder submit the details as above & has a valid GST registration Number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.

ANNEXURE – B

(TO BE SUBMITTED ON CHARTERED ACCOUNTANT LETTER HEAD)

This is to Certify that M/s (herein after referred to as 'company') having its registered office at is registered under MSMED Act 2006, Entrepreneur Memorandum No. (Part – II) OR (UAN)..... Dtd:, Category: (Micro / Small). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006:

₹ Lakhs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006:

₹ Lakhs

(Strike off whichever is not applicable)

The above investment of Lakhs is within permissible limit of Lakhs for..... Micro / Small (Strike off whichever is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off whichever is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322 (E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

UDIN:

Seal of Chartered Accountant

Group 1 : Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.

Group 2 : Equipment Scale cleaning and Scrap cleaning in Hot Mill.

Enq No:9652100015 Dt.28.12.2021;

Due Dt:08.01.2022,11.00 hrs

PART – 1F
CERTIFICATE OF COMPLIANCE

I / We M/s. do hereby state as follows:-

1. The price bids have been uploaded in eprocurebhel.co.in portal as per the reference price bid format enclosed as PART-2: PRICE BID of Tender documents.
2. The Techno Commercial Bid and all the connected documents have duly been filled in, signed and stamped and have been uploaded in eprocurebhel.co.in portal.
3. I/We have downloaded the tender documents from the website (or) www.bhel.com (or) <https://eprocurebhel.co.in> (or) <http://www.eprocure.gov.in> and I/We have not tampered the tender document issued vide tender no. & date mention above.
4. All the documents & pages have been signed by the Authorized Signatory of the Service Provider, as required, with official seal.
5. All the documents required for technical qualification as per eligibility criteria for technical qualification have been enclosed along with techno commercial bid.
6. In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above from point (1) to (4), we fully understand that it would be a serious violation in complying with the Tender of this nature and that BHEL shall have the right to take a serious view of this and all the actions / decisions of BHEL in this regard will be final and binding on us.

PART – 1G

NO DEVIATION CERTIFICATE

ANNEXURE-C

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: **xxxxxxxxxxxxxxxxxxxxxxxxxxxx**

Enquiry No: **9652xxxxxx / Dt:xx.xx.2020**

We M/s. do hereby declare that we

do not have any deviations to the tender terms and conditions as per

- PART 1A** QUALIFYING CRITERIA
- PART 1B** GENERAL INSTRUCTIONS TO TENDER
- PART 1C** GENERAL TERMS & CONDITION
- PART 1D** SPECIAL TERMS & CONDITIONS OF CONTRACT
- PART 1E** COMPANY / CONTRACTOR DETAIL
- PART 1F** CERTIFICATE OF COMPLAINE
- PART 1H** SCOPE OF WORK

We have read and clearly understood all the Terms and conditions in Tender Schedule of

Enquiry No: **9652xxxxxx Dt: xx.xx.20xx** and accordingly we accept the same without any Deviation what so ever.

Your Faithfully

Authorized signature
with seal and address

PART – 1H
SCOPE OF WORK

SCOPE OF WORK FOR GROUP-1:

"ITEM NO-10: Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill." for a period of Six months is considered as "GROUP-1".

ITEM NO-10: Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.:

Work Sl. 10 – 100

Miscellaneous gas cutting and welding in Hot mill & PLS

Contract will be awarded on "Groupwise L1 basis"

Scope of work:

1. Miscellaneous gas cutting and welding jobs in Hot mill production and Maintenance including Push bench sticker/ tear off/ push through cutting, sample cutting, hollow cutting etc., at cooling bed, push bench mandrel sticker/ hollow peeling works and other works.
2. Consumables like LPG, Electrodes, Acetylene, Oxygen Cylinder refills, Gas cutting Hoses, regulators, Cuttogen torch, Welding cable with holder and welding machine will be supplied by SSTP/BHEL.
3. Tentative man power deployment schedule for carrying out the gas cutting and welding works for production and maintenance department: Two welders per shifts is required in A,B,C shifts in all working days(one welder for Production and one welder for maintenance). For maintenance work one welder per shift should be provided in A,B,C shifts in Sundays and Holidays also. If production work planned on Sundays and holidays, One Welder for production is to be provided to the respective production shifts in A,B,C in addition to carry out the activities . Utility-maintenance sections (electrical and mechanical) of Plant services is working in A,B,C shifts to carry out running maintenance work, for which one qualified welder for one shift per day preferably G- Shift is to be provided by the contractor to carryout the activities. In addition to above push bench mandrel sticker removal is to be carried out as and when required in any of A,B or C shift.
4. For sticker removal from push bench mandrel work following points are to be noted
 - 4.1. The sticker shell over the P B Mandrel of size Dia.119, 118, 117 & 116 mm and length from 15800 to 16700 mm are to be gas cut and removed carefully without damaging the mandrel bar.
 - 4.2. Sticker over mandrel may be as Crimped thick wall bottles of length 1.4m to 3.7m or as push bench/reeler thin wall shells of length from 9M to14M.
 - 4.3. The removed sticker shells are to be gas cut into pieces and moved out from Push bench tool engineering area and the gas cut area to be cleaned. Any sticky metal on the mandrel to be ground smoothly.
 - 4.4. The pins welded on the Mandrel at the tail end is also to be gas cut and removed.
 - 4.5. The weld metal on the Mandrel at the tail end is to be ground smoothly without damaging the Mandrel surface.
 - 4.6. The work is to be carried out at Push bench tool engineering area / Hot Mill / SSTP in any of the 3 shifts as required. If required in Sundays & Holidays for which advance intimation will be given.
5. 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.
Qualified welder is to be arranged in the prescribed shift only as indicated by the Shop incharge from time to time.
6. Payment will be made on "PRO-RATA BASIS" of work completion.
7. The proof of execution of work should be submitted along with each bill (Triplicate)(printed form with covering letter and proof for execution of work) and Payment will be made only on the submission of necessary certificate duly signed by area Executive /officer.

8. The work has to be carried out as per the instruction given by shop-in charge based on the priority of works.
9. Utility/plant services is taking care of all peripheral area equipment maintenance. Hence the work has to be carried out in various areas within SSTP like LPG yard, Fuel Oil facility, MCPH, CPH etc. including Sundays and Holidays. The contractor has to deploy adequate welder other than indicated to complete the job in time schedule, for which advance information will be given by the shop in-charge.
10. The above scope is common for HMP ,HMM and PLS welding and Gas cutting Jobs/ activities.
11. PERIOD OF CONTRACT IS six months from date of awarding of contract and contract will be awarded on #GroupWise L1# basis.
12. All the workmen should wear mask covering nose and mouth. Work should be done maintaining social distancing at all times.
13. Contractor can visit the site, inspect the place of work and meet the shop in-charge in person for better understanding of the job before submitting the offer
14. One co-ordinator/In-charge should be available from contractor side in order to cater the needs of Hot mill production for single point contact and receive communication regarding contract execution plan.
15. The contractor is responsible for carrying out all the above works mentioned. The contract men deployed should ensure completion of work before leaving the shift. Since the process in SSTP is continuous in nature, man power deployment as indicated time to time by SSTP/ BHEL is to be strictly adhered. A min. notice of 4 hours will be given for any change. Tentatively maximum upto 6 persons may be required per day to carry out work at various work centres but it may vary more or less based on production demand. During shutdown or major break down period man power requirement will vary to the extend of nil requirement. Man power engaged in work should be physically fit to carryout the work. Considering the working nature of SSTP the contract labour should report to work spot 10 mins before time. And the shift crew should be relieved only upon arrival of next shift crew.

Scope of Work for Sl. No. 110 & 120

Contract will be awarded on "Groupwise L1 basis"

Bloom cutting & manual billet charging activities in Hotmill

Manual gas cutting operation:

1. The contractor should engage suitable Welders/Gas Cutters for cutting of Blooms at AB Bay yard for generating Billets, etc. in round the clock three shifts and as per shop requirement. The contractor should engage suitable number of helpers to do the activities like Billet length marking, stencilling melt number & length on the Billet surface, slag removing at gas cut end, collecting billets & making a lot with max.10 Billets, and stacking at AB Bay with colour coding. Unloading of Cut Billets (670-1600mm)/Scrap Billets (<670mm) from the working places to the earmarked places at AB Bay, etc. in round the clock three shifts. To carry out the above activities tentatively min. two Gas cutters and min. 3 helpers will be required. The gas cut slags accumulated below cutting area are to be cleared regularly. Straightness of the Gas cutting surface and length of cut billets must be ensured by the contractor while carrying out Manual gas cutting operation.

Charging of Billets in RHF:

2. The contractor has to carry out the following: collecting cut billets stacked at AB bay, move to RHF charging table through AB bay crane and feed the billets onto the roller conveyor one by one as per Production in-charge instruction. The crane has to be operated by remote control only by contractor. While operating, necessary safety precautions to be taken and safety measures to be followed. For each change of melt /Shop order, Helpers has to inform the same to RHF charging operator.

The billets are charged as per the instruction of Production in-charge. In case of any plan change, The billets in the RHF charging roller conveyor and RHF charging table are to be removed and charging to be done as per the new plan/production in-charge instruction. To carry out the above activities, tentatively min. 2 helpers per each shift are

required. The work will be carried out in A,B,C shifts round the clock including sundays. In case production is planned on Sundays, the above work is to be carried out during sundays in A,B,C shifts.

3. During production shift continuous charging will take place and during non-rolling shift only charging will take place.

4. Cut billets are segregated as per instruction by the shift in-charge

5. After Gas cutting the billet ends are cleaned by chipping the slag, taken out and stacked if the mill is not running and charging is to be done as and when required. Length, Melt no/Shop order ID, Grade, colour coding are to be stencilled or written in paint before stacking. Billets should meet above criteria for payment.

6.. Billet charging to RHF has to be ensured continuously without break using the available helpers judiciously.

7. SERVICE OF 10T EOT CRANE CAN BE AVAILED FROM SSTP/BHEL.

8. Contractor's scope: Manpower for cutting, stacking, Slag chipping, handling and charging activity
BHEL scope: All cutting consumables and accessories, Lifting tackles etc.

9. The contractor has to arrange Man power shift wise.

10. Contractor can visit the site, inspect the place of work and meet the shop in-charge in person for better understanding of the job before submitting the offer.

11. All the safety precautions are to be strictly adhered to by the contractors working group. Relevant safety equipments are to be provided by the contractor right from start to finish.

12. Contractor has to take adequate safety measures to their crew by providing required personal protective equipment.

13. The contractor has to remove all wastes /debris from the working spot and Clean the surrounding make it neat. All generated scraps to be removed from the work place and moved to Disposal Stores

14 Any other related jobs of this nature which may come from time to time also to be carried out by the contractor as instructed by shop in-charge concerned at Bloom Gas cutting area.

15. 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. The work content indicated in the contract is only tentative. Actual work during execution can vary as per SSTP order limiting to maximum mention in the scope.

16. The contractor should maintain a log note on the work done on daily basis and can be reviewed by the Hot mill production officials anytime.

17. 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.

18. Work has to be carried out in three shifts as A- 06.00 to 14.00 Hrs, B-14.00-22.00Hrs, C-22.00-06.00 Hrs. One co-ordinator/In-charge should be available in to cater the needs of Hot mill production for single point contact and receive communication regarding contract execution plan.

19. PERIOD OF CONTRACT is six months from date of awarding of contract.

20. All the workmen should wear mask covering nose and mouth. Work should be done maintaining social distancing at all times

21. The Slag generated in the gas cutting bed to be cleared regularly. Final bill will be cleared only after complete and proper cleaning of two the gas cutting bed and surrounding areas and handing them over to Disposal store identified area. Any vehicles (contractor Scope) required for this purpose will be permitted inside SSTP.

22. One co-ordinator/In-charge should be available from contractor side in order to cater the needs of Hot mill production for single point contact and receive communication regarding contract execution plan.

23. The contractor is responsible for carrying out all the above works mentioned. The contract men deployed should ensure completion of work before leaving the shift. Since the process in SSTP is continuous in nature, man power deployment as indicated time to time by SSTP/ BHEL is to be strictly adhered. A min. notice of 4 hours will be given for any change. Tentatively maximum upto 11 persons may be required per day to carry out work at various work centres but it may vary more or less based on production demand. During shutdown or major break down period man power requirement will vary to the extend of nil requirement. Man power engaged in work should be physically fit to carryout the work. Considering the working nature of SSTP the contract labour should report to work spot 10 mins before time. And the shift crew should be relieved only upon arrival of next shift crew.

Scope of Work Sl. No. 130 & 140

Thicken-end handling,Band saw tube end cutting and salvaging activities in Hot mill.

The activities involved in Cold saw cutting are as follows:

- 1.1. Handling Thickened end as samples at Cold saw I, cold saw II and Cold Saw III to measure for ensuring the wall thickness.
- 1.2. Handling of Sample Piece scrap taken at Pusher Conveyor.
- 1.3. Handling of any bend hollow generated between cooling bed, collecting trough and rotary transfer arm.
- 1.4. Periodical removal and replacing of scrap bin from cold saw I,II, III pits.
- 1.5. Assisting in Coolant preparation.
- 1.6. Assisting to cold saws operator for Tool changing work.
- 1.7. Handling of sample piece Thickened End scraps from Cold Saw areas to scrap Bin Box.
- 1.8. Handling & removal of any struck up thickened end scrap & chips at scrap conveyour system.
- 1.9. Scrap conveyour floor area to be cleaned regularly.
- 1.10. Assisting Operators for House-keeping activities.
- 1.11. Assisting Supervisor/Operator for handling hollows at Cooling Bed collecting table to stacking on Ground floor and again move the material to cutting saw.
- 1.12. Assisting Supervisor/Operator for handling of Cold stock bundle from WBF charging trough to Stacking rack, again stacking to WBF charging table and cold stock shell charging to WBF.
- 1.13. Assisting for Scrapping of bend, sample/scrap hollows (cut to less than 3000 mm) before sending to Disposal stores.
- 1.14. The contractor should ensure the availability of the personnel during the Shift change and Tea/Lunch break to run the mill continuously.
- 1.15. The work has to be carried out as per the instruction given by shop-in charge based on the priority of works. To carry out the mentioned work tentatively Three labours to be engaged in A & B shift and four labours to be engaged in C shift if operated for handling the thickened end.

2.0 The activities involved in IC bay area includes:

- 2.1. Movement of hollows and tubes
- 2.2. Manual spreading of tube bundles.
- 2.3. Grinding of tubes.
- 2.4. Offering for inspection of tubes.
- 2.5. Segregation of tubes meant for full tube grinding.
- 2.6. Stocking the tubes separately according to their category like: OK, SG, FTG, etc,
- 2.7. Writing rejection / SAS ref. details of tubes size and grade etc.,
- 2.8. Handing over the documents to cold mill with proper location details on daily basis.
- 2.9. Wherever full tube grinding is required:
 - i) In case of less than 20 tubes, all the tubes are to be painted with Ref. Number, OD, WT and Grade.
 - ii) In case of more than 20 tubes: min 5 tubes in that bundle should be painted with Ref. Number, OD, WT and Grade.
- 2.10. Grinders are to be lubricated and cleaned daily.
- 2.11. All the Bundles taken from Cold saw and Band saw cutting are to be completely Air blown to remove the inner scale and the bundle number also to be marked.
- 2.12. Working area shall be kept clean and neat.
- 2.13. Used grinding wheels and emery sheets are to be collected and dumped into the scrap bin, as directed by BHEL.

2.14. The painting brush should be cleaned with paint remover daily after completing the work. The paint tins should be closed properly after use.

3.0. SPOT GRINDING CATEGORY #I

- a) Loading, unloading and grinding of partial surface (50% and below) of tubes/hollows of size OD ranging from 31.80 mm to 133.00 mm with pneumatic grinders in as directed and as required by BHEL.
- b) To grind and clean scales and lap-mark.
- c) Clean the tube inside scale by air blowing.
- d) Deburring to facilitate plug entry if necessary.
- e) To check the tubes waived from straightening for scale, dent and lap mark.
- f) Clubbing of loose tubes to raise document by QC/SSTP if necessary.

3.1. SPOT GRINDING CATEGORY-II : Loading, unloading and grinding the surface of tubes/hollows of size OD ranging from 31.80 mm to 133.00 mm with pneumatic grinders in as directed and as required by BHEL.

3.2. SEGREGATION: Loading, unloading and handling of tubes/hollows of size ranging from 31.80 mm to 133.00 mm at VDI from one place to another place within BAY as directed and as required by BHEL. Segregation of under-weight and over-weight of tubes,

3.3 according to grade, size, length, shop order and deburring and air blowing if necessary and stock them at another place within BAY.

3.4. Checking the entry of plug & deburring and air blowing if necessary.

3.5. VDI of Hot finished tubes after / without deburring including high-point grinding, VDI of tubes identified as High wall / Low wall Grade mix-up.

3.6. Checking of NDT (Eddy-current) rejected tubes, for surface defects and NDT OK tubes deburring if required and get them cleared by Quality Control, without grinding. Clearing of VDI-I Trough between Straightening Machine and NDT in every shifts. Air blowing and segregation if necessary. Air Blowing of tubes to be done using Compressed Air.

4. The necessary grinding wheels, emery sheets, paint, hose, bundle tags etc., shall be collected from HMP intermediate stores whenever required.

5. Thickened end cutting of hollows and length cutting of tubes/ pipes must be done to the required length as specified in the process card using band saws.

6. To carry out the above activities tentatively maximum upto 2 person in A or G shift may be required. As per load and salvage requirement additionally 1 person has to be provided in A, B or C shift also and will be intimated in advance by SSTP.

7. All Tools and cutting machine required for work will be supplied by SSTP.

8. Loading and unloading of tubes to be done by the contractor, Crane will be provided by BHEL.

9. The pneumatic grinders, measuring tapes and hoses supplied by the department are to be maintained properly and returned in good working condition after the completion of the contract.

10. Any damage to BHEL material due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL Equipment / installation / property of third party in the course of work by the contractors' men, the same

shall be made good by the contractor. The contractor may be called upon any time within the contract period. Contractor must be willing to work at any time. For which advance intimation will be given one day prior.

11. The contractor is responsible for carrying out all the above works mentioned. The contract men deployed should ensure completion of work before leaving the shift. Since the process in SSTP is continuous in nature, man power deployment as indicated time to time by SSTP/ BHEL is to be strictly adhered. A min. notice of 4 hours will be given for any change. Tentatively maximum upto 8 persons may be required per day to carry out work at various work centres but it may vary more or less based on production demand. During shutdown or major break down period man power requirement will vary to the extend of nil requirement. Man power engaged in work should be physically fit to carryout the work. Considering the working nature of SSTP the contract labour should report to work spot 10 mins before time. And the shift crew should be relieved only upon arrival of next shift crew.

12. Number of tubes figuring in HTC report from SAP shall form the basis of payment for each month work certification.

13. Period of contract is for six months from date of awarding contract. Contract will be awarded on groupwise L1 basis.

14. All the workmen should wear mask covering nose and mouth. Work should be done maintaining social distancing at all times.

SCOPE OF WORK FOR GROUP-2:

"ITEM NO-20: Equipment Scale cleaning and Scrap cleaning in Hot Mill." for a period of Six months is considered as "GROUP-2".

ITEM NO-20: Equipment Scale cleaning and Scrap cleaning in Hot Mill:

Contract will be awarded on "Groupwise L1 basis"

Scope of Work for RHF Hearth, Trough cum Process scrap & equipment cleaning in Hot mill

1. The hearth of the rotary Hearth furnace of hot mill SSTD to be cleaned 3 times a week: Sundays or holidays and in two non-rolling shift during the week depending on the no. of billets in furnace furnace. Proof of execution is considered by witness from furnace operator in a separate log to be maintained. While cleaning, the approx. weight of hot loss scale to be removed will be around 500 kgs. (a)The hearth has to be cleaned in day shifts preferably during sundays (b) Cleaning should be done manually with scrappers and unloaded to the required satisfaction level. The required tools like scrappers and bottom plates will be supplied by BHEL and other required equipments are to be brought by the contractor. (c) The scale at the entrance of charging and discharging doors (falling scale) should be removed. Drop out billets if any falling in front of charging and discharging doors should be removed. (d) The contractor should ensure the thorough cleaning of scale and removal of bottom place after charging is over.

2. (i)The scale debris and any other foreign materials inside both inner/outer trough and surroundings have to be removed out of troughs and further these should be removed out of furnace to the mill scale storage area. (ii) This is to be carried out once in a week preferably on every Sunday in "A" shift. Both the inner and outer trough cleaning have to be done simultaneously. (iii) The entire cleaning operations have to be supervised by the contractor's Supervisor. The contractor should keep a record for cleaning done and for the man power engaged. (iv) Before starting up of work the contractor should get clearance from Furnace Supervisor.

3. Cleaning of scales, debris and other foreign materials for scale tunnel of hot mill 170 Mtrs. length 1.5 mtrs. Width and 2.1 mtrs. depth including CPE tunnel. Cleaning of scales, debris and other foreign materials for scale trough of hot mill having 50 mtrs. tunnel which starts from CPE cellar and ends at SRM descaler (ii) The necessary equipments like shovels etc. to be provided by the contractor. The debris, etc. to be moved to storage area as directed by Hot Mill Supervisor.

4. Cleaning of Rotary Hearth Furnace ring area. The debris, waste material and other unwanted material lying there to be cleaned. This should be done weekly once.

5. Cleaning & removing of scale collected in bin and RHF scale pit. Cleaning & removing of scale accumulated under RHF Discharging machine Billet dropping area, scales above roller conveyors to CPE inlet line. These works are to be carried out by engaging three labours in all working days (one labour per shift in "A, B & C" shifts.)

6. Cleaning & removing of scale/dust collected under conveyors from AB Bay Billet Saw Machines to RHF Charging machine group conveyor and RHF Discharging machine group conveyor to Cross Piercing Elongation (CPE) inlet table group conveyor. Removal & Storage of any crossed/dropped billets from Billet Saw machines to RHF Charging device and from discharging device to CPE inlet table. Removal of oil and water below the charging / discharging machine. These works are to be carried out in all Sundays in day shift preferably "A" shift.

7. All the Push Bench ring bed slots should be cleaned by emery sheet and Rust Preventive oil should be applied. Scale inside ring bed to be cleaned and removed to BC Bay scale storage area. Crimping, Push Bench, Reeler, Hot saw and surrounding area to be cleaned by removing unwanted material, debris, cotton waste, etc. These works are to be carried out in all Sundays in day shift preferably "A" Shift.

8. Scale / chip cleaning in Cold Saw I, II & III pits and its conveyor line. Removal of accumulated water and oil at Cold Saw I, II & III pits (manually). Thickened End tube fallen outside the bin box and inside the pit should be collected in the bin box and the bin box to be moved to kept BC Bay scrap area. These works are to be carried out in every Sunday in day shift preferably "A" shift. Cleaning of scales accumulated in IC bay during air blowing is also to be collected and cleaning periodically.

9. Cleaning of Hot Saw surrounding area and removal of Crop end, Shell, cotton waste, etc. below the Hot Saw cross transfer (CT) to entrance of Walking Beam Furnace Charging side. Crop end bits outside the bin box also should be collected in the bin box and removed the bin box to BC Bay scrap storage area. These works are to be carried out in all Sunday in day shift preferably in "A" Shift.

10. Cleaning & removing of scale accumulated in CRT, DRT of WBF and near SRM Descaler area. Removing of scale, cotton waste, foreign material, debris, etc. at WBF cellar and its surrounding area. These works are to be carried out by engaging two labours in 2 rolling shifts (one labour per rolling shift in "A, B or C" shifts: Total 2 labour per day.)
11. Cleaning & removing of scale, debris, unwanted material, etc at CPE inlet/outlet conveyors, CPE , Thrust Block, Manipulator, aligning conveyor and emergency conveyor, and Crimping press & its surrounding areas. Removal of accumulated scales and water in CPE troughs (manually). These works are to be carried out in every Sunday in day shift preferably in "A" shift.
12. Scale / chip cleaning & removing at SRM "C" Frames, Tube Guiding system, Rotary Saw. Pusher Conveyors and 65 metres Cooling Bed cellar. These works are to be carried out in every Sunday in day shift preferably in "A" shift.
13. Removing of all waste /debris from the working spot and Clean the surrounding make it neat. All generated scraps to be removed from the work place and moved to BC Bay scrap area.
14. Cleaning related jobs of this nature which may come from time to time also to be carried out by the contractor as instructed by the Production in-charge concerned. Upkeep of equipment cleanliness and housekeeping of bays is the prime responsibility of the contractor
15. Contractor must be willing to work at any time other than Sundays/Holidays when the Mill is under shutdown as instructed by the Production in-charge. For working in Holidays, advance intimation will be given by the Production in-charge and prior approval must be got by the Contractor. All the cleaning work should be done even during shutdown period esp. area which can only be accessed during shutdown.
16. Weekly Sunday cleaning schedule will be given by the Shop in-charge and would be inspected upon completion. Necessary man power for sunday work schedule is to be mobilised by contractor and the schedule must be completed on Sunday itself.
17. All the safety precautions are to be strictly adhered by the contractors working group. Relevant safety equipments are to be provided by the contractor right from start to finish.
18. Contractor has to take adequate safety measures to their crew by providing required personal protective equipments.
19. 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.
20. The Contractor shall comply with the provisions of the following acts and regulation: Minimum wages act of Government of Tamil Nadu, Contract Labour (Regulation and Abolition) Act 1970 and Tamil Nadu Contract Labour Rules 1975. Provident Fund and misc. provisions Act 1952. Employees State Insurance act 1948.
21. The completion / finishing of the work will be certified by the officials of the Execution & the same should be submitted within 15 days from the completion of the work support by the inspection report in triplicate.
22. The contract rate shall firm the same throughout the period of contract
23. Shovels, bonds, brooms, any other accessories required shall be arranged by contractor.
24. SCOPE OF WORK for item No. 17:

Chipping, removing and transportation of molten slag and scales - approximately 120 sq.mtr area - from rotary hearth furnace during breakdown maintenance / shut down period only
02) The work has to be carried out as per instruction by the Shop in-charge based on the priority of work
03) The contractor has to do chipping of slag and scales deposited on the hearth surface to

a thickness of approximately 50 to 200 mm, for which necessary tools are to be arranged by the contractor. Chipping has to be done without damaging the refractory linings.

04)The removed scales are to be transported to the earmarked area for disposal purpose.

05) The said work has to be carried out on emergency basis within five days as per the instructions of Shift Incharge

06) The Payment will be made on pro-rata basis.

07) The Contractor has to follow safety rules and instructions issued by the management then and there and to take adequate safety measures to their crew by providing required personal protective equipments. The work will be carried out in a confined area. Hence proper precautions are to followed during work execution.

08) Proper care is to be taken to ensure that chipped scales do not fall inside the water trough. Gaps to be arrested using gunny bags to avoid falling of chips into the water trough.

25.All the workmen should wear mask covering nose and mouth. Work should be done maintaining social distancing at all times.

26.The contract shall be awarded on #Group wise L1# basis.

27.Period of contract: Six months from the date of release of work order.

28. One co-ordinator/Incharge should be available from contractor side in order to cater the needs of Hot mill production for single point contact and receive communication regarding contract execution plan.

29. The contractor is responsible for carrying out all the above works mentioned. The contract men deployed should ensure completion of work before leaving the shift. Since the process in SSTP is continuous in nature, man power deployment as indicated time to time by SSTP/ BHEL is to be strictly adhered. A min. notice of 4 hours will be given for any change. Tentatively maximum upto 5 persons may be required per day to carry out work at various work centres but it may vary more or less based on production demand. During Sundays a min. 15 persons may be required to carryout schedule of work and During shutdown or major break down period man power requirement will vary to the extend of nil requirement. Man power engaged in work should be physically fit to carryout the work. Considering the working nature of SSTP the contract labour should report to work spot 10 mins before time. And the shift crew should be relieved only upon arrival of next shift crew.

Group 1 : Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.

Group 2 : Equipment Scale cleaning and Scrap cleaning in Hot Mill.

Enq No:9652100015 Dt.28.12.2021;

Due Dt:08.01.2022,11.00 hrs

PART-2
PRICE BID
(FOR REFERENCE ONLY)
(Vendor to quote the price in eprocarebhel.co.in portal only)

- Price bid is to be submitted in a separate price bid form provided in the eprocarebhel.co.in portal.
- Contractor may individually quote for any one Group (Group-1 or Group-2 or Group-3) or may quote for any two Groups or may quote for all three groups. Rates should be quoted for all the items in respective Group of the price bid.
- The Rate quoted shall be firm throughout the currency of the Contract without any price variation Clause and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
- Order will be finalised based on **respective Group wise L1 ranking**. In case of tie in L1, price impact will be obtained. If still tie exist L1 bidder will be chosen by draw of Lot.
- GST not to be included in the quoted rate & to be mentioned as a percentage separately. Other taxes, if any, are inclusive.

GROUP-1

ITEM NO-10: Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.:

SL.NO	DESCRIPTION OF WORK	UNIT	QTY	RATE/Unit IN FIGURES In Rupees (Excluding GST) (To be quoted by Vendor in eprocarebhel.co.in PORTAL only. DON'T QUOTE HERE)	GST in % (To be quoted by Vendor in eprocarebhel.co.in PORTAL only. DON'T QUOTE HERE)
10.	Gas cutting for samples at SRM for HMP	NO	1375		
20.	Scraping Shop Order sample pieces (Length more than 3000mm) and bend tubes at Cold Saw cutting for HMP.	AU	1875		
30.	Push Bench Sticker clearing for HMP.	AU	94		
40.	Gas cutting and welding during breakdown and shut down– for HMM	AU	938		
50.	Gas cutting and welding during Sundays & Holidays and Mill stoppages in shifts for HMM	NO	188		
60.	Gas cutting and welding for reconditioning for HMM	NO	1250		
70.	Welding & Gas cutting during shift breakdown periods	AU	500		
80.	Welding & Gas cutting during Sunday, Holidays and mill stoppage periods	AU	375		
90.	Welding & Gas cutting for Re-Conditioning /servicing of spares	AU	1250		
100.	Sticker removal from push bench mandrels	NO	150		

Group 1 : Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.

Group 2 : Equipment Scale cleaning and Scrap cleaning in Hot Mill.

Enq No:9652100015 Dt.28.12.2021;

Due Dt:08.01.2022,11.00 hrs

110.	Manual gas cutting of blooms	NO	18000		
120.	Handling and Manual charging of Billet in RHF	NO	20000		
130.	No of tubes for air blowing, deburring, salvaging and band saw cutting in IC bay	NO	53000		
140.	No of tubes cutting at cold saw I,II& III, thicken end and tubes handled	NO	58000		

GROUP-2

ITEM NO-20 Equipment Scale cleaning and Scrap cleaning in Hot Mill.:

SL.NO	DESCRIPTION OF WORK	UNIT	QTY	RATE/Unit IN FIGURES In Rupees (Excluding GST) (To be quoted by Vendor in eprocurebhel.co.in PORTAL only. DON'T QUOTE HERE)	GST in % (To be quoted by Vendor in eprocurebhel.co.i n PORTAL only. DON'T QUOTE HERE)
10.	RHF Hearth Cleaning and unloading of loose scale, brick, etc	NO	50		
20.	RHF Inner & Outer Water Troughs Cleaning and unloading of loose scale, brick, etc.	NO	16		
30.	179 meter Shell descaler Tunnel Cleaning and unloading of loose scale, scrap etc	NO	5		
40.	RHF Inner Ring area Cleaning and unloading of loose scale, scrap, etc.	NO	16		
50.	RHF Scale pit, Conveyor line up to CPE Scale removal and cleaning	NO	150		
60.	WBF Scale at Cellar & its surrounding Scale cleaning	NO	50		
70.	Hot Saw scrap pit cleaning Scales/Crop end removal & Pit cleaning Indicative Manpower	NO	14		
80.	RHF charging from Gas cutting machines & Discharging conveyor line up to Billet descaler Scales & dust cleaning including bloom cutting bed	NO	14		
90.	Cleaning of Push Bench Die Bed Scale removal and cleaning	NO	14		
100.	Cold Saws & Layer Saw scrap pit & its surrounding cleaning. Scale/chips/cut bits removal & pit cleaning. Including IC bay scale cleaning	NO	14		
110.	CPE inlet/outlet conveyors & its surrounding Scale removal and cleaning	NO	14		
120.	SRM, Tube Guiding System, Rotary Saw and Pusher Conveyors line Scale/Scrap removal and cleaning	NO	14		

Group 1 : Miscellaneous gas cutting and welding in Hot mill & PLS, Bloom cutting & manual billet charging activities in Hot mill, Thicken-end handling, Band saw tube end cutting and salvaging activities in Hot mill.

Group 2 : Equipment Scale cleaning and Scrap cleaning in Hot Mill.

Enq No:9652100015 Dt.28.12.2021;

Due Dt:08.01.2022,11.00 hrs

130.	CPE Main drive and Diescher Disk and clamping area Scale removal and cleaning	NO	14		
140.	Manipulator, aligning conveyor and Emergency conveyor Scale removal and cleaning	NO	14		
150.	Crimping Press and Rotary transfer area Scale removal and cleaning	NO	14		
160.	Cleaning of 65 meter Cooling bed bottom area Scale removal and cleaning	NO	6		
170.	Chipping of molten Scale from RHF	NO	2		