



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

To

Dear Sirs,

Sub:

Two Part Open Tender Inviting Technical & Price Bid for supply of 1 No. of Tractor with 2 Nos. of Trailers of 20 feet length and 10MT capacity for internal movement of materials from any place to any other place within BHEL-PPPU, Thirumayam complex on Hire Basis for a period of 1 Year.

Please submit your competitive offer for the following scope of work as per the conditions given in the **WORK/RATE SCHEDULE** enclosed along with the tender.

01. Scope of work : Supply of 1 No. of Tractor with 2 Nos. of Trailers of 20 feet length and 10MT capacity for internal movement of materials from any place to any other place within BHEL-PPPU, Thirumayam complex on Hire Basis for a period of 1 Year.
02. Duration of Contract : **ONE YEAR (300 Working Days)** with a provision for short closing the same in the event of finalizing of 3rd Party Logistics (3PL) contract by Logistics department of HPBP, Trichy, whichever is earlier.
03. Commencement of Work : Within 1 Week from the date of Letter of Intent
04. Last Date/Time for receipt of tender : **29.07.2013 at 14.00 Hrs**
05. Date/Time for opening of Technical Bid : **29.07.2013 at 14.30 Hrs**
06. Date/Time of Reverse Auction/Price Bid Opening : The Bidders who are technically qualified will be called For Reverse Auction / Price Bid Opening. The Date / Time of reverse auction/price bid opening will be intimated to the Qualified Bidders separately.
07. EMD : ₹20,000/- (Rupees Twenty thousand only)
EMD shall be submitted by the Bidder in the form of Demand Draft of Nationalised Bank drawn in favour of Bharat Heavy Electricals Limited, Thirumayam payable at Thirumayam.

***TENDER SUBMITTED WITHOUT EMD IS LIABLE FOR REJECTION.
No Interest shall be allowed on the EMD.***

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

08.SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to 1. Price Bid – Work/Rate Schedule, 2.Technical Bid – General Technical Data Sheet, 3.Technical Bid – Tractor – Technical Data Sheet, 4.Technical Bid – Trailers – Technical Data Sheet, 5.General Terms and Conditions of contract-I, 6.General Terms and Conditions of contract-II, 7.Special Conditions, 8.Safety Conditions, 9.Conditions related to the Welfare of Labours, 10.Certificate of Compliance, 11.Safety Precautions to be observed while transporting materials, and 12.Operational Control Procedure, which are enclosed.
- (b) Bidder should furnish all the General & Technical Details asked in the “**TECHNICAL BID**”. Offers submitted with incomplete and incorrect technical details will be liable for rejection.
- (c) Enclose all the items mentioned under **08(a)** above **except PRICE BID** shall be duly signed and sealed in all pages and placed in a common cover-1 duly superscripting the cover “**TECHNICAL BID**” and submitted.
- (d) Bidder should furnish the RATE in the enclosed “**PRICE BID**” Work/Rate Schedule format and the same shall be duly signed and sealed and placed in a separate cover-2 duly superscripting the cover “**PRICE BID**” and submitted.
- (e) EMD should be submitted in a separate cover-3 duly superscripting the cover “**EMD**”
- (f) Totally there will be 3 Separate covers. One cover for **Technical Bid**, one cover for **EMD** and another cover for **Price Bid**.
- (g) All the above 3 covers shall be placed in a common sealed cover and submitted before the said due date as given above superscripting the tender No.& Date and Due Date.
- (h) Any deviation to this tender terms & conditions and schedules of this tender will lead to total disqualification of the offer submitted.
- (i) At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the Bidder specifying the purpose. Also the specimen signature of the representative should be authorized.
- (j) BELATED and incomplete offers will not be accepted.

Thanking You,

G.Sankaravadivelu

Sr. Manager / Contracts

Bay 5, Annex Building East, First Floor

Power Plant Piping Unit

BHEL -Thirumayam - 622507

Contact No. 94890 93958

Note:-

1. The offer shall be sent to the above address

Place:

Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

1. PRICE BID

“WORK/RATE SCHEDULE”

SCOPE OF WORK: Supply of 1 No. of Tractor with 2 Nos. of Trailers of 20 feet length and 10MT capacity for internal movement of materials from any place to any other place within BHEL-PPPU, Thirumayam complex on Hire Basis for a period of 1 Year.

Scope	Rate in ₹ Per DAY for 1No. Tractor & 2 Nos. Trailers (Excluding Service Tax)
Internal movement of materials from any place to any other place within BHEL-PPPU, Thirumayam complex by engaging 1 No. of Tractor & 2 Nos. of Trailers of 20 feet length and 10MT capacity with adequate man power for a period of 1 year on Hire basis.	₹ _____ Per DAY (Rupees _____ _____ only

(A) MAN POWER DETAILS

Minimum requirement of manpower is (i) One Driver and one helper and (ii) one Supervisor for the entire scope of work. The above manpower has to be utilized for the loading & unloading work. The contractor may deploy required number additional manpower also if required.

(B) RATE BASIS

01. The quoted rate shall be firm throughout the currency of the contract.
02. The quoted rate should be excluding Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time.

(C) SPECIAL CONDITIONS

01. The quoted Rate is on **Per DAY** basis irrespective of the number of trips or the weight of materials.
02. The quoted rates should be inclusive of cost of diesel / petrol / lubricants, etc. and salary of the vehicle crew i.e. One Driver, One Helper, One Supervisor and repair and maintenance expenditure etc., of the vehicle and inclusive of spare parts and tools.
03. The Quoted Rate shall be FIRM during the currency of the Contract.
04. The duration of Working in a day will be 8 Hours for the combined utilisation of prime mover and trailers only as per the direction given by BHEL. Over Time will not be considered for the trailers with loads, standing at unloading points beyond the shift hours.
05. The subject handling work will be on all Working Days including Sundays as directed by BHEL.
06. The contractor will have to provide the required Personal Protective Equipments (safety shoe, hand gloves etc.) to their workmen.
07. Certification for the work done will have to be obtained from the Concern Executive every day in the prescribed format.
08. The Contractor should furnish the PF and ESI codes of the driver and labours.
09. Overtime will be considered beyond 8 working hours duration per day for the movement of materials by the combined utilisation of prime mover and trailers only. **OVER TIME WILL NOT BE CONSIDERED FOR THE TRAILERS WITH LOAD STANDING IN SHOP FLOOR/YARD AT ANY DAY BEYOND 8 HOUR** of the subjected scope of work.

Place:

Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

BLANK PAGE

Place:
Date:

Signature of Authorized
Signatory with seal & full address
Page 4 of 29



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

2. "TECHNICAL BID" "GENERAL TECHNICAL DATA SHEET"

Sl.No.	Category	Details(Please Tick <input type="checkbox"/> wherever required)
I	EMD (₹20,000)	We forward herewith a DD No. _____ Date _____ Drawn from _____ _____ (Bank) for ₹ _____/ (Rupees _____ only) towards Earnest Money Deposit in respect of this Tender
II. Details of the Company		
A	Name of the Company / Firm	
B	Full address of the Company / Firm	
C	Name of contact Person	
D	Contact Numbers: P & T: Mobile No. Email ID:	
E	Status of the Company (Individual, Partnership, Proprietorship, Pvt Ltd, Ltd etc.)	
F	Local office Address with Contact person, Phone No., Mobile No., email ID, Fax No., If any	
G	Documents to prove financial soundness of the Firm such as Profit and Loss account, Audited Balance Sheet / Annual report, Income Tax submission acknowledgment for the last 3 Years)(2010-11,2011-12 & 2012-13)	<input type="checkbox"/> Enclosed <input type="checkbox"/> Not Enclosed
H	PF / ESI / Group Insurance Regn. No. (Proof to be Attached)	PF : ESI: GI:
I	PAN No. (Proof to be Attached)	
J	TIN / TNGST / CST No. (Proof to be Attached)	
K	Previous Experience details (Copy of certificate/LOI/Contract etc. to be enclosed, if any)	<input type="checkbox"/> Enclosed <input type="checkbox"/> Not Enclosed

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

L	Service Tax Regn. No. (Proof to be Attached) *If not applicable, please furnish the details in the attached below format	
----------	--	--

Note: Apart from furnishing the above details, copies of relevant documents/certificates should also be enclosed with this Technical data Sheet.

(Format is to be typed on Company's Letter head only)

To,
Senior Manager
Contracts / PPPU
BHEL, Thirumayam

Date - __/__/2013

REF: Tender No. **PPPU:WC:13:007** Dt. **xx.06.2013** for Supply of 1 No. of Tractor with 2 Nos. of Trailers of 20 feet length and 10MT capacity for internal movement of materials from any place to any other place within BHEL-PPPU, Thirumayam complex on Hire Basis for a period of 1 Year.

DECLARATION

I, _____, Proprietor/Managing Partner/Managing Director/CMD of M/s _____ whose registered address is _____, hereby declare that the aggregate value of the taxable services provided during the financial year 2012-13 has not exceeded Rs. 9 Lakhs. Therefore, I/We have not registered with Superintendent of Central Excise as per Section 66B of finance act 1994 read with Notification No 26/2005-ST dated 07.06.2005.

I/We also certify that our aggregate value of taxable services provided from 01.04.2013 till date has not exceeded the above threshold limit.

I/We also certify that in future during the running period of the contract if the aggregate value of the taxable services exceeds the threshold limit as per the above mentioned notification, we will register and submit the copy of certificate of registration-ST-2.

Authorized Signatory with address

* Person providing taxable services in excess of rupees Nine Lakhs per annum (but less than Rupees Ten Lakhs) will have to register with Superintendent of Central Excise under Service Tax Provisions [Notification No. 26/2005-ST, dated 7-6-2005], though they will be eligible for exemption if turnover is less than Rupees Ten Lakhs per annum.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

3. "TECHNICAL BID" "TRACTOR - TECHNICAL DATA SHEET"

SL	Category	Details Please tick (<input type="checkbox"/>) in the appropriate (<input type="checkbox"/>) where ever required
01	Ownership of Vehicles (Proof giving full details of Ownership / RC Book / lease agreement should be submitted)	Tractor (<input type="checkbox"/>) Owned (<input type="checkbox"/>) Leased
02	Make of Tractor	
03	Date of manufacture	Tractor _____
04	Registration Number & Date	Tractor Regn No. _____ dt. _____
05	RC Book	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
06	Insurance Copy	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
07	Capacity	Tractor _____HP

Note: Apart from furnishing the above details, copies of relevant documents/certificates should also be enclosed with this Technical data Sheet.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

4. "TECHNICAL BID" "TRAILERS – TECHNICAL DATA SHEET"

SL	Category	Details Please tick (<input type="checkbox"/>) in the appropriate () where ever required
01	Ownership of Vehicles (Proof giving full details of Ownership / RC Book / lease agreement should be submitted)	Trailer No.1 - (<input type="checkbox"/>) Owned (<input type="checkbox"/>) Leased Trailer No.2 - (<input type="checkbox"/>) Owned (<input type="checkbox"/>) Leased
02	Date of manufacture	Trailer No.1 _____ Trailer No.2 _____
03	Registration Number & Date	Trailer No.1 Regn No. _____ dt. _____ Trailer No.2 Regn No. _____ dt. _____
04	RC Book	Trailer No.1 - (<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed Trailer No.2 - (<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
05	Insurance Copy	Trailer No.1 - (<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed Trailer No.2 - (<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
06	Capacity	Trailer No.1 _____ MTs Trailer No.2 _____ MTs
07	Length of Trailer	Trailer No.1 _____ metre Trailer No.2 _____ metre

Note: Apart from furnishing the above details, copies of relevant documents/certificates should also be enclosed with this Technical data Sheet.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

5. GENERAL TERMS & CONDITIONS OF CONTRACT – I

SCOPE OF WORK:

- (a) Feed all direct & indirect materials to various production centers in time and without any slips
- (b) To do the shifting of any machineries from one place to other, as and when required by production department, for meeting-out the set monthly target of 2,500 M.T. during production year 2013-2014.
- (c) Internal movement of machineries, materials etc. from any place to any other place within BHEL-PPPU, Thirumayam complex.

INSURANCE:

BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor in the **Internal movement of machineries, materials etc. from any place to any other place within BHEL-PPPU, Thirumayam complex**. A suitable insurance coverage for the staff of contractor shall be arranged by the Contractor at contractor's cost towards compensation of any loss to their workmen as per legal provisions.

EMPLOYEES:

1. The contractor shall engage sufficient number of competent employees **Internal movement of machineries, materials etc. from any place to any other place within BHEL-PPPU, Thirumayam complex**. Expenses on account of payment of salary / wages / provisions of food stuffs / food for the Contractor employees / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI / Group Insurance coverage, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Contractor shall be borne by the contractor himself. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
2. Presently ESI scheme is not effective in Pudukottai / Thirumayam, so an equivalent health insurance cover shall be provided by the contractor to his staff and the details shall be furnished along with the bid documents. In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
3. The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
4. The contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (regulation and abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamil Nadu Catering Establishment Act, Tamil Nadu Industrial Establishment, (National & Festival Holidays) Act 1958 and the Rules framed

Place:

Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

there under or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him. The contractor when required by the Company shall produce the registers and records for verification and comply with other directives issued by the company for compliance of the statutory provisions.

6. Contractor has to ensure that all statutory payment as per Minimum Wages Act / Payment of Wages Act etc. to be taken care of while quoting. No claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.

RATE:

1. **The rates quoted should be valid for 90 days initially from the date of opening of the price bid.** The rates of successful bidder should be valid for one year from the date of commencement of the contract.
2. The rates quoted here should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.
3. As per the latest Service Tax rules amended, the service tax has to be paid to the statutory authorities by the contractor. The contractor shall produce the proof for having paid the service tax to the statutory authorities for the previous month and submit to Finance dept. of PPPU-BHEL for payment along with the next month bill.
4. The quoted rates should be inclusive of cost of diesel / petrol / lubricants, etc. and salary of the Tractor & Trailers crew i.e. One Driver, One Helper, One Supervisor and repair and maintenance expenditure etc., of the vehicle and inclusive of spare parts and tools.
5. **Tenderers are permitted to offer higher capacity Tractor & Trailers without any demand for additional hire charges.**
6. The rate should be quoted on Daily Rental basis taking into account the following points:
 - i) Tractor & Trailers crew consisting of One Driver, One Helper and One Supervisor.
 - ii) The duration of Working in a day will be 8 Hours as per the direction given by BHEL.
 - The Tentative Timing of the Shifts will be as follows:
From 08.30 hrs to 12.30 hrs and 13.30 hrs to 17.30 hrs or
From 17.30 hrs to 21.30 hrs and 22.30 hrs to 02.30 hrs
Or any time for 8 hours per shift giving prior intimation of 24 Hrs
 - iii) For utilization of vehicle on Sundays/Holidays, prior approval of Head of concerned section not less than DGM rank in writing to be obtained and copy of approval to be attached along with monthly bill for payment processing. Similarly for overtime sanction over and above normal hours, justification sheet to be attached along with the bill by the user department duly approved by an executive not less than DGM.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

- iv) The rate per hour will be arrived at by dividing the rate per day by 8 (for extra payment & deduction from working hours).
- v) For engaging the vehicles beyond 8 working hours (Overtime) in a day, extra payment will be made on pro-rata basis based on the above rate per hour.
- vi) For Break-down / Non supply of the vehicles, deduction will be made on pro-rata basis. (Fraction hour will be ignored up to 30 minutes and for more than 30 minutes amount will be deducted for one hour).
7. **In case of breakdown of Vehicles (Tractor & Trailers) for more than two days, the contractor shall provide alternate Vehicles immediately. In case the contractor fails to deploy the alternate Vehicles as said above, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency/departmentally.**
8. The driver should possess currently valid license as per the norms of Regional Transport Authority.
9. Contractor has to ensure that all statutory payment as per Minimum Wages Act / Payment of Wages Act etc. to be taken care of while quoting (minimum wages are indicated in **Page No.24**). No claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.
10. It is necessary, that the Contractor visit BHEL with prior notice and seeks clarification, if any, before offering the most Competitive Rate.

THE QUOTED RATE SHALL BE INCLUSIVE OF:

- a) The quoted rate shall include the salary of crew members involved Internal movement of machineries, materials etc. from any place to any other place within BHEL-PPPU, Thirumayam complex.
- b) Overhead, administrative costs and applicable taxes other than Service Tax.

PAYMENT:

1. The consolidated statements and Bill for Internal movement of machineries, materials etc. from any place to any other place within BHEL-PPPU, Thirumayam complex, submitted after due certification by the **MM-STORE** department to **FINANCE DEPT.** / **PPPU** and arrangements will be done by the Accounts Dept. for the payment by RTGS/EFT and sent to the Contractor within 3 weeks from the date of receipt of the error free bill.
2. The contract rate will be constant during the contract period of 1 Year (300 Working Days). No rate increase shall be accepted by BHEL whatsoever be the reasons. The quoted rate must be inclusive of all expenditures and all taxes, excluding service tax.

CONTRACT PERIOD:

The Contract period for the subjected work will be of **ONE YEAR (300 Working days)** from the date of commencement of work with a provision for **SHORT CLOSING** the same in the event of finalizing of 3rd Party Logistics (3PL) contract by Logistics department of HPBP, Trichy, whichever is earlier.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

TAXES:

As per Income Tax Act – Sec.194 C, while making payment to the contractors, Income tax will be deducted at source from all the Bills from the inception of the date of Contract and till the end period of Contract at the prescribed rates.

The contractor has to register with the Central Excise and get the service tax registration number which should be printed in his letter-head. When the service tax becomes payable, only on payment of service tax at the prevailing rates, the subsequent bills will be processed for payment. The Service Tax must be paid by the Contractor and based on the proof; Service Tax will be reimbursed as per legal provisions.

EMD:

The quotation must be submitted together with a Demand Draft drawn in favour of **Bharat Heavy Electricals Limited**, Thirumayam 622 507, payable at **Thirumayam** on any scheduled Bank / Nationalized Bank for **₹20,000/- (Rupees Twenty Thousand Only)** towards Earnest Money Deposit (EMD). The Bidder is not entitled for any interest on the deposit nor can he claim any right for award of the contract. The deposit amount shall be forfeited if the Bidder, after opening the price bid, withdraws/modifies from his offer or modifies the terms and conditions thereof or fails to take up the work within 15 Days from Letter of Intent . Earnest Money Deposit shall be returned to all un-successful Bidders after finalizing the tender(s).

SECURITY DEPOSIT:

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful Bidder as shown below:

Contract Value Up to Rs.10 Lakhs	: 10%
Above Rs.10 Lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Contractor should remit the Security Deposit before start of the work.

(b) Security Deposit may be furnished in any one of the following forms:

- I. Cash (as permissible under the Income Tax Act)
- II. Pay Order, Demand Draft in favour of BHEL, THIRUMAYAM, payable at Thirumayam.
- III. Local cheques of scheduled banks, subject to realization.
- IV. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back) covering the validity period of the subject contract.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

- V. Bank Guarantee from scheduled Banks/public Financial Institutions as defined in the companies Act. The bank Guarantee format should have the approval of BHEL and covering the validity period of the subject contract.
- VI. Fixed deposit receipt issued by Scheduled Banks/public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and covering the validity period of the subject contract.
- VII. 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 should be collected before start of the work and the balance 50% may be recovered from the running bills.
- VIII. EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- IX. The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against SL.No. (IV) and (VI) above will be subject to hypothecation or endorsement on the documents 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).

Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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

The Earnest Money paid by the successful tenderer at the time of tender will be converted as part of the Security Deposit and the balance amount will be collected from the contractor in any form as mentioned above.

No interest will be paid to the Contractor for the amount deposited during the period of agreement.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the Bidder shall be liable to compensate BHEL for any losses incurred by BHEL. EMD in such cases shall be forfeited. The security deposit shall be refunded within a reasonable time after the date of successful completion of the contract i.e. the Contractor carrying out all obligations / operations as required under the contract.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

BHEL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against this Contractor for losses suffered by BHEL due to failures on the part of the Contractor or due to termination of contract or Contractor becoming disqualified because of liquidation / insolvency or change of composition. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the Contractor and the decision shall not be questionable.

Important Points to be taken care of while submitting offer

- (a) 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. (No extension of time shall be given for submission of the tender on any account.)
- (b) 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.
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Bidders concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (f) The tender must be signed separately and legibly by Proprietor/Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (g) If a Bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, **BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.**
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (j) If a Bidder withdraws his offer after submission of the tender or after acceptance of the tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for the tender shall be withdrawn.
- (k) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

- (l) BHEL reserves the right to cancel the tender at any stage.
- (m) EMD given by unsuccessful Bidders will be refunded normally within 15 days of acceptance of award of work by the successful Bidder.
- (n) BHEL reserves the right to finalize the contract through Reverse Auction/ Price Bid Opening.**
- (o) BHEL reserve the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
- (p) If the subject work under this contract was not completed in full and satisfaction of **MM - STORES - PPPU dept.**, as per the Terms & Conditions, **BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency/departmentally.**

Place:
Date:

Signature of Authorized
Signatory with seal & full address
Page 15 of 29



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

6. GENERAL TERMS & CONDITIONS OF CONTRACT – II

1. **DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
 - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
 - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - (d) "The **Officer-In charge**" means, the Officer deputed by the **AGM-OPERATIONS/PPPU**, to supervise the work or part of the work.
 - (e) "**Approved**" and "**Directed**" means, the approval or direction of **AGM-OPERATIONS/PPPU**, 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 **Senior Manager/Contracts – PPPU** authorised to invite tenders and enter into contract for works on behalf of the Company.
 - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
 - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
 - (j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
2. **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
3. **WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
4. **DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of **AGM-OPERATIONS/PPPU**.,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

5. **OCTROI AND OTHER DUTIES:-** All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. **PLANT AND EQUIPMENT:-** The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. **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.

8. **COMPLIANCE TO REGULATIONS AND BY-LAWS: -** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
9. **REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
10. **ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
11. **CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the **AGM-OPERATIONS/PPPU**, to act in his stead.

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

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

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

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

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

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 WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the **AGM-OPERATIONS/PPPU.**, 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.

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 :-

- (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-bonafide 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

Place:

Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

OR

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

OR

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

(d) 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 **SM/MM-STORES-PPPU** which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by **AGM-OPERATIONS/PPPU.**, or the same shall be recovered from the Contractor by other means.

(e) 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 **AGM-OPERATIONS/PPPU.**, whose decision shall be final and conclusive.

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

If the Contractor:

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from **AGM-OPERATIONS/PPPU.**, or his authorised representative ;
- fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- 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 **AGM-OPERATIONS/PPPU.**, 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 **AGM-OPERATIONS/PPPU** 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 **AGM-OPERATIONS/PPPU.**, 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.

Place:

Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

- 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 **AGM-OPERATIONS/PPPU**., 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. SUBMISSION OF BILLS BY CONTRACTOR:-** The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the **SM/MM-STORES-PPPU** separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- Deviation from the items provided in the contract documents.
 - Extra items / new items of work.
 - Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- 22. 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.
- 23. POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.
- 24. FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence 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 the **SM/MM-STORES-PPPU** subject to prompt notification by the contractor.
- 25. ARBITRATION: -** All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the **AGM-OPERATIONS/PPPU**., or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of **GENERAL MANAGER/PPPU** or other Officers of BHEL appointed as Arbitrator, by the **GENERAL MANAGER** of BHEL-PPPU 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.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

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.

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

27. STATUTORY REQUIREMENTS:

- (a) All statutory requirements under Minimum Wages Act 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- (c) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

28. REGISTERS & RECORDS:- The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

29. MOTOR VEHICLE ACT:- The transporter shall carry the weight of the consignment to the rater capacity of the vehicle only and Honour the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

30. REMOTE TRANSACTIONS:- The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

- 31. CHANGE IN CONSTITUTION OF FIRM:-** Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.
- 32. LIEN OF CONSIGNMENTS:-**The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
- 33.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant dispatch documents to ensure correctness of each dispatch and each delivery.

Place:
Date:

Signature of Authorized
Signatory with seal & full address
Page 22 of 29



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

7. SPECIAL CONDITIONS

The General terms & conditions of the Contract shall be applicable to the extent that the conditions therein do not supersede these special instructions given below.

- a) 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 Contractor' men, the same shall be made good by the Contractor.
- b) The laborers engaged under this contract should not be permitted to stay inside BHEL Works after completing their days' work. It will be the responsibility of the Contractor to take the laborers out of BHEL Works as soon as their day's work is over.
- c) A list containing the name of working person's photo, address, age, designation, pay, nature of work is to be furnished immediately on receipt of the contract/work order in triplicate.
- d) The work should be carried out in the presence of Contractor's supervisor and prior permission should be obtained from the concerned supervisor and the executing section before starting the work.
- e) The Contractor should ensure that the contract workers do not smoke in BHEL Premises.
- f) Contract workmen shall not indulge in horseplay of any kind inside the plant and they should not act in a manner that would distract the attention of other employees.
- g) All necessary personal safety equipments as considered adequate by the officer in-charge shall be made available by the Contractor for use by persons employed on the site and maintained in a condition suitable for immediate use. The Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- h) All safety equipment necessary for the work shall be arranged for, by the contractor at his cost.
- i) The Contractor shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.
- j) In case BHEL be held liable for any loss, damage or compensation to third parties arising by the Contractor, such loss, damage or compensation shall be paid by the Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- k) The Contractor is directly responsible for injuries / death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person performing the contractual obligations.
- m) Before Commencement of the contract, **FORM VIA (Rule25 (2) (vii))** should be filled and after completion of the contract, **FORM VI B -Rule 81.3** should be filled in and both forms should be submitted to **SDGM / HR – PPPU**.

Place:

Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

8. SAFETY CONDITIONS

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.

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 vehicle 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.

Place:

Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

9. CONDITIONS RELATED TO THE WELFARE OF LABOURS

1. The Minimum Wages as prescribed by the State Government as given below 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.

Sl. No	Category	Minimum Basic Wages per day (Rs)	Minimum DA per Day (Rs)	Total Minimum wages per Day (Rs)	Minimum Basic wages per Month (Rs)	Minimum DA per Month (Rs)	Total Minimum wages per Month (Rs)
1	Un Skilled	123/-	131/-	254/-	3690/-	3416/-	7106/-
2	Semi-Skilled worker	133/-	131/-	264/-	3990/-	3416/-	7406/-
3	Skilled	139/-	131/-	270/-	4170/-	3416/-	7586/-
4	Supervisor	-	-	-	3956/-	3416/-	7372/-

Apart from the above, an additional monthly payment of Rs 2000/- for Unskilled, Rs.2300/- for Semi-Skilled worker and Rs2500/- each for Skilled and Supervisor is to be ensured.

2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor, if ESI is not applicable; Group Insurance is to be given to their employees.
6. The Contract 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.

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

10. CERTIFICATE OF COMPLIANCE

To

Senior Manager / Contracts
Bay 5, Annex Building East, First Floor,
Power Plant Piping Unit,
BHEL - Thirumayam-622 507

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

- 1.Price Bid - Work/Rate Schedule,
- 2.Technical Bid - General Technical Data Sheet,
- 3.Technical Bid - Tractor - Technical Data Sheet,
- 4.Technical Bid - Trailers - Technical Data Sheet,
- 5.General Terms and Conditions of contract-I,
- 6.General Terms and Conditions of contract-II,
- 7.Special Conditions,
- 8.Safety Conditions,
- 9.Conditions related to the Welfare of Labours
- 11.Safety Precautions to be observed while transporting materials, and
- 12.Operational Control Procedure.

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

As per the Terms & Conditions of the contract, we are also agree if BHEL wishes to Short Close this subject contract before the completion of contract period of one year (300 Working Days) from the date of commencement of work.

Draft of..... Bank bearing No.....dated.....for an amount of ₹20,000/- (Rupees Twenty thousand only) is enclosed towards EMD.

Place:
Date:

Signature of Authorized
Signatory with seal & full address
Page 26 of 29



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

11.SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. VEHICLES:

01. Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
02. The lights on right side (i.e.) over driver's cabin should be in working condition.
03. Both the head lights as well as park lamps must be in working condition.

II. MOVEMENT OF VEHICLES:

01. The vehicle should not travel at more than 20 kmph in BHEL premises.
02. The driver of the vehicle must possess heavy duty licence and produce on demand by the security staff.
03. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
04. The driving should be kept in the left at all places.
05. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
06. No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
07. The vehicle should pass only through approved routes. Short cuts are forbidden.
08. There must be a safe distance behind another moving truck.
09. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

III. SHIPPING:

01. 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.
02. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
03. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
04. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
05. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
06. There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
07. There must be minimum two fastening and it should be more in case of lengthier loads.
08. The loose pieces should be bundled before loading on the truck.
09. 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. The load should not be over-hanging more than 3 feet from the end of the body.
12. While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
13. While loading/unloading proper slinging practice should be followed.
14. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
15. When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

OCP Attached.

Place:

Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM – 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

12. OPERATIONAL CONTROL PROCEDURE

 70-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:015	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 2

1. Purpose : To ensure safe transportation of materials for Internal movement through vehicles
2. Scope : Internal Transport contracts.
3. Responsibility : Transporter
4. Performance criteria : Accident/damage record .
Feedback from user departments
5. Cross reference : OHSAS:18001:1999 Clause 4.4.6
Central Motor vehicles act and rules
Transport Contract given by BHEL.
Record of Hazard and Risk

6. Activities

SNo	Activity	Responsibility
1	Ensuring the availability of proper RC Book for the vehicle, Fitness certificate as per Motor Vehicle Act 1988 and amended 1992 Sec.(256) with the driver and must be produced on demand by BHEL authorities.	Transporter / Owner
2	Verification of above documents at the factory gates/premises	BHEL Security staff
3	All the lights/horn of the vehicle should be in working condition	Driver / Transporter
4	Drivers must have valid licence as specified in the Motor Vehicle Act Sec.3 to 28	Transporter /Executing Agency / Security
5	Insurance of motor vehicle against third party sec. 146	Transporter / owner
6	Loading of material on the trailer with suitable packing and support duly taking into account center of gravity of the load. As far as practicable, avoid over hanging of materials.	Transporter / Executing Agency
7	Ensure suitable support, Lashing, provision of red flag and light during night in the rear end of the vehicle	Transporter Executing Agency.
8	Movement of material slowly (maximum 20 kmph) without causing any fall of material or damage to them.	Transporter
9	The driver of the vehicle must possess valid license and produce on demand by the security /BHEL staff.	Transporter / Executing Agency
10	In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.	Driver / Random check by Transporter
11	The vehicle should not be parked in the road in such a way as to cause obstruction to vehicular traffic.	Driver / Transporter
12	No persons other than driver should be allowed to sit or stand in the cabin of the prime mover.	Driver
13	The vehicles should be driven only on roads. Short cuts are to be avoided. Internal road safety signs should be followed.	Driver
14.	There must be a minimum safe distance of 15 meters between any two moving trucks.	Driver
15.	The driver should avoid making quick starts, sudden stops, and sharp turns at excessive speed. Avoid rash driving and risky negotiations at curves.	Transporter / Executing Agency

Place:
Date:

Signature of Authorized
Signatory with seal & full address



Bharat Heavy Electricals Limited

POWER PLANT PIPING UNIT,
THIRUMAYAM - 622 507.
CONTRACTS DEPARTMENT

Phone : 9489093958

Email : gsvvelu@bheltry.co.in

Website : www.bhel.com

Tender No:PPPU:WC:13:007

Tender Notice

Dt. 03.07.2013

Contd.... OPERATIONAL CONTROL PROCEDURE

 70-938	OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:015	OPERATIONAL CONTROL PROCEDURE	PAGE	2 of 2
16	The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.	Transporter / Executing Agency	
17.	The carrying capacity must be verified with the RC book before loading. The load on the truck should not be beyond its standard capacity.	Transporter / Executing Agency	
18.	The loaded materials should be fastened tightly with wire rope. Manila rope should not be used. There must be slide packing such as gunny, rubber-tyre between the sharp edges of the job and wire rope in order to avoid cut in the wire rope.	Transporter / Executing Agency	
19.	There must be minimum two fastening and it should be more in case of lengthier loads.	Transporter / Executing Agency	
20.	The loose pieces should be bundled before loading on the truck	Transporter / Executing Agency	
21.	There must be red flags for the lengthy load which extend beyond the body of the truck.	Transporter / Executing Agency	
22.	The materials should not be stacked too high to avoid hitting against live electric lines.	Transporters / Executing Agency	
23.	The load should not be over-hanging more than 3 feet from the end of the body.	Transporter / Executing Agency	
24.	While transporting the loose scrap, there must be wire knitting cover to prevent falling of scrap on the way.	Transporter / Executing Agency	
25.	While loading/unloading proper slinging practice should be followed	Executing agency.	
26.	The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.	Driver	
27.	When reverse operation is undertaken adequate helpers should be engaged to ensure safe movement.	Driver	
28	Random checking of vehicles for safe movement of materials	TLC	
29	Ensure communication to all user departments regarding safe transportation of materials.	Stores/CCC	
30	Giving feedback to Head/Contracts for taking corrective actions	User departments, Security & TLC	
31	Review of feedback for corrective action	Head/Contracts	

Place:
Date:

Signature of Authorized
Signatory with seal & full address
Page 29 of 29