

BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM – 622 507 (INDIA)

**NOTICE INVITING
EXPRESSION OF INTEREST (EOI)**

**FOR VARIOUS ACTIVITIES
INVOLVED IN MANUFACTURE OF
POWER PLANT PIPES**

EOI REFERENCE NUMBER: PPPU/TMM/VMC/2015/01

**(This is not a tender but only seeks expression of interest
from interested vendors)**

(This document contains 48 pages including this page)

Power Plant Piping Unit - Bharat Heavy Electricals Limited, Thirumayam
invites

Expression Of Interest (EOI) from suitable vendors

for various activities involved in the manufacture and supply of Power Plant Pipes.

CONTACT PERSON AT BHEL:

SENIOR MANAGER / CONTRACTS

I FLOOR, EAST END BLOCK,

BHARAT HEAVY ELECTRICALS LIMITED,

THIRUMAYAM – 622 507, INDIA

PHONE: 04333 279 551-554

E-MAIL ID: ilango@bheltry.co.in

EOI RESPONSE SCHEDULE

Last date for receipt of any queries on EOI : 01.09.2015

Replies to all queries/clarifications by BHEL : 08.09.2015

Last Date for receipt of Response to EOI at BHEL : 15.09.2015

MODE OF SUBMISSION OF RESPONSE TO EOI

Response should be sent in a sealed cover to the above address by courier / speedpost. The cover shall be super-scribed with EOI Reference number and the words “Expression of Interest – Thirumayam Service Vendor Directory”

Alternately, the same may be e-mailed to the e-mail ID given above, so as to reach BHEL before the last date mentioned above. In case of submission of response through e-mail to the e-mail ID, hard copy of the same along with printout of e-mail shall be sent by courier / speedpost to the above address so as to reach BHEL on or before **15.09.2015**.

Notice Inviting Expression Of Interest (EOI) from suitable vendors
for various non-core activities involved in manufacturing and supply of power
plant pipes.

EOI REFERENCE NUMBER: PPPU/TMM/VMC /2015/01

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SECTION – 1: SUMMARY OF REQUIREMENT

1.1 ABOUT BHEL

Bharat Heavy Electricals Limited (BHEL) (web site: www.bhel.com), a Government of India Undertaking, embarking upon the 50th Golden Year of its journey of engineering excellence, is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing company of its kind in India engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy. Establishment of BHEL in 1964 was a breakthrough for upsurge in India's Heavy Electrical Equipment industry. Consistent performance in a highly competitive environment enabled BHEL attain the coveted 'Maharatna' status in 2013. BHEL offers a wide spectrum of products and services for core sectors like Power, Transmission, Industry, Transportation, Oil & Gas, Non-Conventional Energy Systems etc.

1.2 ABOUT THIRUMAYAM UNIT OF BHEL

The Thirumayam unit of BHEL was formed in 2011 mainly for the manufacture of pipes required for power plants and is part of BHEL, Trichy Complex (www.bheltry.co.in).

1.3 OBJECTIVE TO SEEK EXPRESSION OF INTEREST (EOI)

This EOI is published for seeking response from qualified and experienced vendors who are willing to be associated with BHEL for carrying out various non-core activities related to the manufacture of pipes to be used in Power Plants.

1.4 RESPONSE TO THE "EXPRESSION OF INTEREST" – (EOI)

BHEL will shortlist prospective vendors based on the responses received to this EOI request. A separate Request for Quotation (RFQ) will be issued to the shortlisted prospective partners for submitting their detailed technical and commercial proposals based on the requirement of BHEL, Thirumayam.

1.5 TECHNICAL AND QUALIFYING REQUIREMENTS

Only vendors meeting both the Technical Requirements as described in the Scope of Work and the Qualifying Requirements as described in General Eligibility Criteria and Work Specific Eligibility Criteria (Refer EOI document – Section 2) will be considered for further evaluation.

1.6 RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATIONS:

- 1) Notwithstanding anything contained in this EOI, BHEL reserves the right to accept or reject any Application and to annul the EOI Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment,

and without assigning any reasons therefore. In the event that BHEL rejects or annuls all the Applications, it may, at its discretion, invite all eligible OEMs/Suppliers to submit fresh Applications.

- 2) BHEL reserves the right to disqualify any Applicant during or after completion of EOI process, if it is found there was a material misrepresentation by any such Applicant or the Applicant fails to provide, within the specified time, supplemental information sought by BHEL.
- 3) BHEL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI. Any such verification or lack of such verification by BHEL shall not relieve the Applicant of his obligations or liabilities hereunder nor will it affect any rights of BHEL.

1.7 CONTRACTOR TO SUBMIT FOLLOWING DOCUMENTS FOR REGISTRATION AT BHEL, THIRUMAYAM FOR WORKS CONTRACTS:

1. Duly filled general Qualifying requirements as per Section-I.
2. Documents against work specific Eligibility requirements as per Section-II.
3. Contractor Registration Form (also available @ www.bhel.com) along with all supporting documents asked as per section-III.
4. Seal and signed copy of general terms & conditions as per section-IV

Note:

- a) Contractors will be considered for registration only if they fulfill the general qualifying requirement as per section-I and work specific qualifying requirements as per Section-II and submitted all the required documents as above.
- b) Contractor **has to submit all the documents at once**. BHEL may not ask for required documents and take the decision based upon the available documents.
- c) Contractors **who has already either registered with BHEL-PPPU, Thirumayam** or submitted their applications for registration need to **apply afresh with updated data**.
- d) This registration process shall not guarantee the award of work.

GENERAL QUALIFYING REQUIREMENTS:

Sl. No.	Description of General Qualifying requirement	Documentary Proof enclosed
1.	Contractor should have PF number at the time of award of work.	Yes / No
2.	Contractor should have independent General Insurance Code number at the time of award of work.	Yes / No
3.	Contractor should have PAN number.	Yes / No
4.	Contractor should have Service Tax number (PAN based).	Yes / No
5.	Contractor should agree General terms and conditions as per section-IV of this EOI. Contractor to submit sealed and signed copy of section-IV of EOI.	Yes / No
6.	Contractor should be financially sound to do the work at BHEL, Thirumayam. Assessment of financial soundness of contractors shall be done on their financial turnover. It shall be based on submitted documents like Income tax clearance certificates, Bank Solvency certificate, Balance sheets, P/L account and other documentary evidences, as applicable.	Yes / No

CHECKLIST FOR SUBMISSION OF DOCUMENTS AGAINST THIS EOI

Sl. No.	DESCRIPTION OF DOCUMENT	ENCLOSED OR NOT
(1)	Documents against general Qualifying requirements as per Section-I	Yes / No
(2)	Duly filled Contractor Registration Form as per section-III	Yes / No
(3)	Documents against work specific Eligibility requirements as per Section-II	Yes / No
(4)	Seal and signed copy of general terms & conditions as per section-IV	Yes / No
(5)	Balance sheet and profit & loss account for last three financial years along with IT return documents	Yes / No
(6)	Statutory documents like PAN, Service Tax if applicable, PF and GI are to be submitted after award of work.	Yes / No
(7)	Work order copies and their completion reports	Yes / No

Note: Please attach this checklist along with application.

ANNEXURE A

(to be made on Bidder's letter head)

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

Date:

Authorized Signatory with Seal

ANNEXURE B

(to be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Date:

Authorized Signatory with Seal

ANNEXURE C

(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted / under hold from BHEL, Thirumayam or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date:

Authorized Signatory with Seal

ANNEXURE D

For MSME vendors

(Certificate by Chartered Accountant on letter head)

This is to Certify that M/S.
(Hereinafter referred to as 'company') having its registered office at
.....is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11dated:
Category: (Micro/Small) (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date
..... as per MSMED Act 2006 is as follows:

I. 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 :

Rs.Lacs

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 the MSMED Act, 2006:

RsLacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which 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

Seal of Chartered Accountant

Sl. No.	Work Description	Area	Scope of Work	Volume of Business	Total Contract Value in ₹ lakhs (app.)	Work Specific Eligibility Criteria
1	Material Handling Services using 10T Mobile Crane	MM / LOGISTICS	Supply of 1 No. Tyre Mounted Mobile Crane of 10 Ton Capacity for Handling of Materials at BHEL / PPPU - Thirumayam Complex for a period of ONE year on Hire Basis. 1. The duration of Working in a day will be 8 Hours. 2. One operator, one rigger and one helper shall be provided for each crane with supply of fuel.	One Year from the date of commencement of work & utilization will be around 300 days in total.	7.00	1) Mobile Crane shall be having lifting capacity of 10 Ton at the shortest radius with min. angle of Telescopic boom. 2) Tenderers are permitted to offer higher capacity cranes without any demand for additional hire charges. However the capacity should not go below 10T. 3) Year of Manufacture to be within 5 years at the time of tendering.
2	Hiring one number of 2 MTs capacity mini lorry.	MM	Availing transport service of 2T Cap. Mini Lorry for Movement of materials from HPBP/Trichirapalli to PPPU, Thirumayam and vice versa on Annual contract Basis. 1) The duration of each trip will be 12 Hours. 2) One driver, cleaner shall be provided along with vehicle.	One Year from the date of commencement of work. 250 trips max. between BHEL, Trichy and BHEL, Thirumayam.	8.00	1. The Mini truck/Mini lorry shall have the load carrying capacity of minimum 2 Ton. 2. The date of registration of vehicle shall be within 6 years at the time of tendering. 3. The driver shall have driving license for the class of vehicle offered issued by the competent authority. Documentary evidence for these shall be submitted.
3	Canteen Services	ADMIN	Preparation of breakfast, meals, dinner, beverages and snacks at BHEL-PPPU, Thirumayam industrial kitchen and serving breakfast/lunch/dinner to employees and Contract Workmen in hot condition at the Canteen Dining Halls / Admin Building Dining Hall and serving beverages / snacks at specified Shop/Office locations inside the Plant as per the Service Timing & Menu.	Service for One year to employees: 700, Apprentices: 60, contract workers: 150 (approx) - (300 Full strength days and 65 low strength days)	240.00	The Caterer should have minimum 3 years experience in managing Industrial / Institutional canteen services with minimum one contract serving not less than 500 users (by providing Labour, Material & Service), in which, should have minimum 6 months experience in industrial canteen services.
4	Shot blasting of Jobs in Blasting Chamber	PRODUCTION	The blasting crew (1 blaster and 1 helper) should report to BHEL works within 24 hours of BHEL's call. 1) Blasting of Jobs (Pipes / Structural etc.) to be performed in two Shifts, i.e. General Shift (08.00 hrs to 16.30 hrs), Night Shift (16:30 to 01:00 hrs) 2) Movement of Jobs to the Shot Blasting facility and back will be BHEL's scope. 3) Shots, Compressed air, lighting will be provided by BHEL. 4) Collection of shots after use and reuse of shots to be taken care by the vendor. 5) The shot blasting chamber and filter should be cleaned periodically by the vendor. 6) Crew Size - One blaster & one helper to be provided. They should report to BHEL works within 24 hours of BHEL's call.	Total surface area to be blasted by contractor is approx 2500 Sq. m per year.	2.00	1) The blaster shall have an experience of minimum 3 months in shot blasting operations. The copy of the experience certificate for identified blaster shall be submitted along with the offer. 2) The vendor should have previous work experience in executing the similar job for six months.

Sl. No.	Work Description	Area	Scope of Work	Volume of Business	Total Contract Value in ₹ lakhs (app.)	Work Specific Eligibility Criteria
5	Painting of Jobs	LOGISTICS	<p>1) Painting of Jobs (Pipes / Structural etc.) to be performed in two Shifts, i.e General Shift (08.00 hrs to 16.30 hrs), Night Shift (16:30 to 01:00 hrs)</p> <p>2) Movement of Jobs to the Painting area and back will be BHEL's scope.</p> <p>3) Paint will be provided by BHEL.</p> <p>4) Painting area and filters, Painting Gun should be cleaned periodically.</p> <p>5) Paint Sludge to be collected and moved to identified disposal area periodically.</p> <p>6) Crew Size - One painter & one helper to be provided.</p>	The anticipated quantum for painting may be 7500 Sq M.	2.00	Previous Work Experience for a period of six months in similar painting jobs.
6	Material Handling Contract (Tractor + Trailer + crew)	MM / LOGISTICS	<p>Supply of 1 No. Tractor with two 20 feet long trailers of 10MT capacity for internal movement of materials from any place to any place within BHEL-PPPU, Thirumayam Complex on Hire Basis.</p> <ul style="list-style-type: none"> One Tractor with Two Trailers with fuel and crew consisting of One Driver and One Helper shall be provided. The duration of Working in a day will be 8 Hours as per the direction. 	<ul style="list-style-type: none"> 300 days in 1 Year from date of Ordering. 	10.00	<p>1) Valid Fitness Certificate of Tractor & Trailer.</p> <p>2) Certification for load carrying capacity.</p> <p>3) Ability to arrange alternate tractor / trailer & crew within 24 hours.</p>
7	Miscellaneous structural fabrication works	M&S / LOGISTICS	<p>Fabrication and painting of miscellaneous steel structural / facility items at BHEL - PPPU, Thirumayam factory.</p> <p>Welding / Cutting equipments with accessories are under vendor scope; consumables by BHEL.</p>	100 tonnes / year	14.00	Previous work experience for a period of atleast six months in similar jobs.
8	LPG Manifold O&M Contract	UTILITIES	<p>Operation & Maintenance of the manifold system to cater the need of supplying 250Kg/hr of LPG for operating the 70 ton furnace without interruption in all three shifts (24 hrs.) in all 7 days of the week.</p> <p>Unloading / Loading of 47.5Kg LOT cylinders from the supplier's truck at work site.</p> <p>Minimum 2 persons should be available at site at any point of time during operation of the furnace.</p> <p>The vendor should engage sufficient manpower to operate the entire LPG supply system without interruption in all the 3 shifts (24 Hrs.).</p>	The Contract period for the subject work will be of Five MONTHS.	4.00	The vendor should engage sufficient manpower to operate the entire LPG supply system without interruption in all the 3 shifts (24 Hrs.), and handling of 47.5 Kg LPG cylinders of required quantity whenever the furnace cycle is going on as per the needs of BHEL.

Sl. No.	Work Description	Area	Scope of Work	Volume of Business	Total Contract Value in ₹ lakhs (app.)	Work Specific Eligibility Criteria
9	Hiring of Transport (Car with Driver)	M&S	Supply of 4 Nos. of TATA INDICA AC Cars for AC/Non-AC operation at BHEL-PPPU, Thirumayam base (3 nos. for Day Shift + 1 No. for Night Shift) for a period of ONE year on Hire Basis and 1 No. of TATA INDICA AC Car for AC/Non-AC operation at Trichy base for a period of ONE YEAR on HIRE BASIS.	Tata Indica-4 nos.: AC operation - 15000 Kms, Non-AC operation - 125000 Kms.For Thirumayam Base Operation. Tata India-1 no.: AC operation - 20000 Kms, Non-AC operation - 20000 Kms. For Trichy base Operation. Note: Day rents, detention hours and night halts will be provided in the tender.	17.00	1. The bidder shall have minimum one No. of Tata Indica Taxi with tourist permit in the Bidder's Firm name / Bidder's Individual Name. Registration of the above taxi should be from January – 2013 onwards. Copies of Valid Taxi RC, Insurance, Permit, to be submitted along with the offer. 2. The annual turnover should be minimum Rs. 3,00,000/-. 3. Turnover is to be duly certified by a chartered accountant.
10	O & M of 11KV Substations	M&S	Carrying out day to day Operation and Maintenance works in 11kv four pole and double pole structures, control panels like VCB's and ACB's, transformers and other auxiliary equipments installed in the RSS, SS-I & SS-II by deploying operation & maintenance staff with necessary safety equipments & tools. The minimum crew strength that is required to be deployed for carrying out the contract - One Shift Supervisor & two technicians are required 24x7 in each of the 3 shifts.	The Operation & Maintenance should be performed for 24 Hrs (3 shifts) for one year.	25.00	1) Bidder should possess valid ESA licence with 3 years of experience in O&M of 11KV or higher capacity SS. 2) Work should be carried out by a qualified electrician (holding a valid B licence or above) & helpers. Also, all necessary safety rules and regulations should be adhered. 2) Site In-Charge - Degree in Electrical Engineering with minimum 3 years of experience in 11kv SS operation and maintenance. 3) Shift Supervisor - Diploma in Electrical Trade having 2 years of experience with valid 'C' license (or) I.T.I. in Electrical Trade having 3 years experience with valid 'B' license in HT Sub-Station operation and maintenance. 4) Technician - Diploma in Electrical Trade having 1 year of experience (or) I.T.I.in Electrical Trade having 2 Yrs. of experience in HT Sub-Station operation and maintenance, with valid 'B or 'C' license issued by electrical licensing Board.
11	Local Heat Treatment by resistance heating	PRODUCTION	1) The SR Cycles will be for Carbon Steel and Alloy Steel Materials and the Temperature range is from 610 Deg C +/-10 Deg, 655 Deg C +/- 10 Deg C and 695 Deg C +/-10 Deg C. 2) Heating coils, ceramic wool, calibrated temperature recorder, thermocouples, compensating cables etc along with operator by vendor; Only electrical power by BHEL free of charges. 3) Periodic Disposal of wool and other materials used for Resistance Heating, from PPPU Shops under Vendor scope.	Total Anticipated SR Cycles is approx 2500 Nos.	20.00	1) Vendors should be approved by Director of Boilers, Tamil Nadu to carry out the above activity. Copy of the Valid Certificate to be submitted. 2) Previous Work Experience in similar job for one year.

Sl. No.	Work Description	Area	Scope of Work	Volume of Business	Total Contract Value in ₹ lakhs (app.)	Work Specific Eligibility Criteria
12	Non-core production support activities	PRODUCTION	1) The Activities involve Pipe Cleaning, Descaling, Cleaning, Grinding, Movement of Materials, Machine Cleaning, Painting and any other assistance to production activities (including stores). 2) Activities to be performed in two Shifts, i.e General Shift (8.00 hrs to 16.30 Hrs) & Night Shift (16.30 Hrs to 01.00 Hrs) 3) Activity based manpower with a requirement of atleast 60 unskilled labourers for current year.	1) Total Anticipated Quantum will be 15000MT for current year.	102.00	Previous Work Experience for a period of atleast six months in similar jobs.
13	Non-core maintenance support activities	M&S	Cleaning of machine components, oil spilled area during and after maintenance. Movement of spares / components / ladders etc. from stores / maintenance area, Handling of heavy duty cables, Oil top-up of machines. Assistance to maintenance staff during maintenance of machines / cranes / equipments.	Activities to be performed in two Shifts, i.e General Shift (8.00 hrs to 16.30 hrs) & Night Shift (16.30 Hrs to 01.00 Hrs) - One year	9.00	1. As works are of heavy duty in nature and it may need to carry out work in shifts male contract employees will only be preferred. The contractor must ensure the same. 2. The Bidder shall have previous experience in executing similar non-core maintenance activities in industries using skilled/unskilled workers for minimum 1 year and vendor shall attach the proof of the same along with details.
14	Outsourcing of NDE services - Radiography Testing, Ultrasonic Testing and Magnetic particle Testing	QUALITY	1) Magnetic particle testing of bend pipes & weldment in piping in accordance with BHEL approved procedures / Technique sheet using BHEL equipments and consumables and the trained and certified man power by Vendor. 2) Ultrasonic testing of materials and weldments. UT equipment along with probes, cables, consumables and reference blocks by vendor. Calibration blocks by BHEL. 3) Radiography of welds as per approved BHEL procedures prepared accordance with National / International Codes / Standards and customer Specification. For job thickness upto 70mm - Ir 192 Source along with accessories by vendor; For job thickness above 70mm - Co 60 camera only by BHEL; other accessories by vendor.	1) MPI for 1700 sq.m of Pipe bends and 5000 m weld length of boiler components. 2) UT for 630 m of weld length of boiler components. 3) RT for 136.4 sq.m (upto 70mm thickness) and 1 sq.m (above 70mm thickness) of piping, links and boiler components.	13.00	1) Minimum Five years of experience in the Magnetic Particle, Ultrasonic & Radiography Testing is required. Should have testing knowledge of raw materials such as steel plates, pipe fittings & rounds and welds of butt, full penetration corner & tee in piping, pressure vessels etc. 2) Vendor shall have at least TWO operators trained & certified in MT Level II as per International certification schemes such as SNTC -1A issued by recognized professional institutions such as ISNT, ASNT, WRI. 3) The vendor shall have Ultrasonic Flaw Detectors & Transducers from Internationally recognized makes like USN35, USN 60, USN 50, USN 52, EPOCH IV, EPOCH IV PLUS, EPOCH XT, MODSONICS or SITESCAN 330 /230/130 . 4) Vendor shall have at least ONE operator trained & Certified in UT Level II as per International certification schemes.

Sl. No.	Work Description	Area	Scope of Work	Volume of Business	Total Contract Value in ₹ lakhs (app.)	Work Specific Eligibility Criteria
15	O&M of Sewage Treatment Plant	CIVIL	Operation and Maintenance of sewage treatment plant round the clock at PPPU BHEL, Thirumayam to treat the sewage from the plant. The scope covers deputing qualified and experienced operator who is required to monitor proper functioning of all the equipments and the system in total and maintaining logs for effective performance of the plant for better results.	The work is required to be done in all 24 hours x 365 days.	7.00	1) The plant is to be operated round the clock including Sundays and Holidays. 2) Minimum one operator should be available in each shift. One of the operators should also act as supervisor for all documentation. 3) The bidder should have operation & maintenance experience in Sewage Treatment Plant/Effluent Treatment Plant in the industry/Institution for a period of Minimum (2) Two years over the last five years. 4) The list of clients, present and past, should be enclosed and contract completion, performance certificate from past client(s) has to be furnished as documentary evidence.
16	House-keeping & sanitation.	CIVIL	Housekeeping of Shop floors, Office buildings and Administrative block: The minimum crew strength required to perform the daily routine activities is 20 labourers and 1 supervisor for shop floor works and allied buildings. The minimum crew strength required to perform the daily routine activities is 11 labourers and 1 supervisor for Administrative Building. For all items of cleaning, required quantity of consumables such as 1) Liquid soap 2) Pine oil 3) Bleaching powder. 4) Vim / equivalent. 5) Perfumed Urinal Cubes 6) Deo Cubes 7) Perfumed moth balls 8) Liquid scent 9) Hand wash solutions 10) Toilet air freshener should be used / replenished for each and every activity & time so that it should be clean and neat always.	Entire House Keeping Works to shop floors including office buildings and Administrative block for PPPU / Thirumayam for a period of ONE year.	34.00	1) The Contractor should have housekeeping experience in the industry/ institution for a period of minimum three years over the last ten years. 2) The list of clients, present and past, should be enclosed and contract completion / performance certificate from past client(s) has to be furnished as documentary evidence. 3) The bidder should have an average annual turnover for the last 3 Financial Years (FY) for the value not less than Rs. 10 Lakhs.
17	Maintenance of Water Supply & Water distribution network	CIVIL	Attending to the day to day water supply, plumbing and sewer line maintenance works to liquidate all type of maintenance complaints posted / registered in the shop floors, in all infrastructure buildings including special structures like overhead tank, sump, sewage collection sump etc., inside the plant area. The scope of contract also includes working at height in all the buildings including roof top of the shop floor, sheds & buildings, carrying out preventive maintenance works, routine works like operation of pump / valve etc., as directed by the department and as specified hereunder. Required materials and consumables will be supplied by BHEL at stores free of cost. However the required tools and plant shall be under the scope of the contractor except for routine works like valve operation.	Maintenance of water pipe line for Industry for a length of approximately 7 km (Cast Iron, Galvanised Iron, PVC) with associated pumps, valves and fittings. Contractor has to do work round the clock (ie) 24 hours per day including Sundays and all other public holidays. Operation of valves whenever required, periodical checking of gland ropes in the pumps & valves. Minimum 3 Skilled Workers and 5 Unskilled Workers should be engaged for one day of 3 shifts operation as instructed by Executive in-charge and One Supervisor should be deployed in General ("G") Shift to co-ordinate all the activities and maintenance of log book.	18.00	1) Supervisors and skilled workers of the contractor will be assessed by BHEL. 2) Contractor should replace the supervisors and skilled workers if they are found not competent by BHEL. 3) Contractor should have experience in the industry for a period of minimum one year in the last 5 years work completion certificate should be submitted.

Sl. No.	Work Description	Area	Scope of Work	Volume of Business	Total Contract Value in ₹ lakhs (app.)	Work Specific Eligibility Criteria
18	Development & Maintenance of Horticulture.	CIVIL	Development & Annual Maintenance Contract for Horticulture work inside the factory for PPPU (BHEL) at Thirumayam. Replenishment of required quantity of Earth, Red Earth, sand, cattle manure. Tools, accessories, pumps, vehicles and water carts shall be arranged and maintained by the contractor at his own cost for this work. Minimum of 6 persons and one supervisor should be engaged every day for maintenance activity.	Formation of Lawns - 1200 sqm Supply & planting of saplings - 1000 nos Maintenance of the following (Annual Quantity): Shrubs - 12000 nos Hedges - 12000 metres Lawns - 55000 sqm Avenue Trees - 24000 nos. Work to be carried out for one and half years.	27.00	1) The Contractor should have horticulture experience in the industry/ institution for a period of minimum three years over the last ten years. 2) The list of clients, present and past, should be enclosed and contract completion / performance certificate from past client(s) has to be furnished as documentary evidence.
19	Civil maintenance for masonry, carpentry, road works, painting, minor fabrication & erection etc.	CIVIL	1. Attending to Civil complaints related to masonry, carpentry, road works, painting works, minor steel fabrication and erection work etc. at PPPU. The scope of contract also includes working at height in all the buildings including roof top of the shop floor, sheds & buildings, carrying out preventive maintenance works as directed by the Civil department. 2. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place. 3. 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.	The contractor is required to carry out Civil Engineering Works listed in BHEL Schedules of Rates as directed by the department officials for a period of ONE year.	90.00	1) The bidder should have minimum 3 years experience in Civil construction and Maintenance work. 2) Experienced staff availability of minimum Graduate Engineer (civil)- 1 no & Diploma supervisor (civil) - 1 no.
20	Maintenance of electrical installations	M&S	Additions & Alterations in Electrical Installations: 1) Excavation of earth, 2) Laying of various sizes of cables & earth wires, 3) Removing & relaying of cables, 4) Making Cable Joints, 5) Providing & maintaining Earth Electrodes. Note: All spares and consumables will be supplied by BHEL free of cost.	Activity based with incidental labourers for one year (as and when needed) for a total value of around ₹ 10 lakhs.	10.00	1) 'EB' and above grade electrical contractor license. 2) Previous experience in similar works for a period of atleast six months .
21	Outsourcing of Shop Quality Control back end activities	QUALITY	Various stage inspections including verifying documents, raw material inspection, fit up, welding, NDE, machining, dimensional checking, Post weld Heat treatment, Painting and verification of various process parameters at each and every stages of Inspection which have to be ensured and documented to obtain final Inspection clearance from customers and statutory authorities.	15000 MTs	20.00	Previous experience in inspection services for atleast one year. Qualification - Diploma or Degree in Mechanical Engineering.

Sl. No.	Work Description	Area	Scope of Work	Volume of Business	Total Contract Value in ₹ lakhs (app.)	Work Specific Eligibility Criteria
22	Drinking water services	ADMIN	Supply of packaged drinking water in 20 litre, 1 Litre and 300 ml cans. Packaged Drinking Water shall be UV treated, RO processed and Ozonized and shall conform to the Bureau of Indian Standards (IS4543:2004). The estimated requirement of packaged drinking water - 20 litres, 1 Litre and 300 ML capacities is indicative, which may vary based on actual consumption.	The packaged drinking water bottles - 20 litres (water can) - 51000 nos. approx., 1 Litre - 600 nos. approx. and 300 ML - 1000 nos. approx. shall be provided in sealed condition as per the requirement for a period of one year at BHEL-PPPU, Thirumayam	12.00	1) The bidder shall have valid BIS Certificate (IS14543 : 2004) & copy of the same shall be submitted along with the bid. 2) Manufacturing date should be within two days of the supply date and the manufacturing date should be printed in the cans.
23	Clerical & Office support services	HR	1) Maintenance of records and documents 2) Taking dictation and typing in computers. 3) Attending Phone calls 4) Managing service of refreshments in the office 5) Manage Office correspondence	1. Typing & record maintenances - 90 hrs 2. Attending Phone calls - 60 hrs 3. Managing refreshments and correspondence 35 hours (Approximately 20 persons).	20.00	Previous experience in similar jobs for a period of three years
24	Outsourcing of FMC	HR	Managing a medical centre in the factory with deployment of doctor, nurses, attendant and an ambulance with a driver. To meet the medical care, First Aid and Trauma care (24X7) at Factory Medical Centre (FMC) at PPPU, Thirumayam in case of any industrial accident or any medical emergencies within the factory premises; to maintain all required documentation including Injury On Duty (IOD) register and to ensure proper management of Bio-Medical Waste.	Services of doctor, Ambulance with driver & attendant - 365 days; Services of nurse and attendant - three shifts for 365 days.	28.00	1) The identified medical officers should possess MBBS DEGREE with valid Medical Council of India registration. The medical Officers should have post qualification experience of at least 1 year, preferably in industry. 2) The identified Nurses should have passed their Diploma in Nursing & Midwifery. The Nurses should have experience in Trauma care and emergency medicine.
					739.00	

General qualifying criteria as per CVC guidelines:

Civil / Electrical works	<p>Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the Total Contract Value.</p> <p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Or</p> <p>b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Or</p> <p>c. One similar completed work each costing not less than the amount equal to 80% of the estimated cost.</p>
For other contracts	<p>(i) experience and past performance on similar contracts for last 2 years</p> <p>(ii) capabilities with respect to personnel, equipment and manufacturing facilities</p> <p>(iii) financial standing through latest I.T.C.C., Annual report (balance sheet and Profit & Loss Account) of last 3 years. as per the tender terms.</p>

Sl. No.	Work Description	Area	Scope of Work	Volume of Business	Total Contract Value in ₹ lakhs (app.)	Work Specific Eligibility Criteria
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Note:

Sl. No. This is not a tender but only seeks expression of interest from interested vendors.

1 Additional Pre-Qualification Criteria for all works


- a) All works would call for EMD and SD which have to be remitted by vendors in an event of tender.
- b) Vendor should comply with PF and Group Insurance regulations.
- c) Vendor should possess valid PAN.
- d) Vendor should produce registered Service Tax number or produce declaration for non-applicability of the same.
- e) Vendor should produce audited financial statements and Income Tax acknowledgements for the past 3 years ending 31st March 2014.
- f) Vendors should accept for Reverse Auction which will be conducted after Technical Bid opening at the discretion of BHEL.
- g) All the contract works to be executed at BHEL-PPPU / Thirumayam works except indicated otherwise.
- h) All contract related PPEs, safety equipments are under the scope of the contractor.

2 All vendors who are interested can take an appointment for site visit for any queries / clarifications.

3 Filled in Contractor Registration Forms to be submitted while responding to this EOI.

4 MSME vendors shall provide valid MSME certificates.

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

	SECTION - 3		
	<u>Guidelines to Contractors</u> <u>filling up the Registration</u> <u>Form</u>	Page No.	1 of 14

1. Registration Form may be obtained from BHEL website www.bhel.com.
2. Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit/ Power sector Region.
3. The Contractor Registration Form has three sections:

Section-I: COMPANY PROFILE AND GENERAL INFORMATION


Section-II : RESOURCES OWNED BY THE COMPANY

Section-III : WORK EXPERIENCE

For each of the Work experience format filled up, the following needs to be attached:

- i) Self attested Copy of Work Order/Award letter and allied documents containing interalia (a) Brief Description of work, (b) Value of Contract (c) Time schedule
- ii) Completion Certificates (Any one of the following):
 - a) Self attested copies of Work Completion Certificates issued by Owner or agency who has awarded the contract. BHEL reserves the right to verify the authenticity of the document from the originator. Hence kindly see that all contractual details are available in the completion certificates to lend easy verification if required.
 - b) Self attested copies of Protocol signed by Client and Owner, indicating the completion/achievement/execution of the Milestone achieved
 - c) Self attested copies of „Final Bill“ verified by Client/Customer which indicates the Quantum of work not less than that specified in Basic QR
 - d) Documentary evidence issued by Owner/Client, indicating the progress of Work achieved not less than that specified in the Basic QR even if the total contract is not completed/closed
- iii) Relevant documents for each „WORK EXPERIENCE“ format being filled up are to be submitted.
4. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention “Not Applicable”. The form is to be signed by the authorised signatory.
5. A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
6. Any information / clarification required by BHEL during evaluation must be given expeditiously.
7. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and list of enclosures is given as required.
8. Incomplete forms will be rejected.
9. Please fill up the check- list given below and send along with the Supplier Registration Forms to BHEL.
10. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Annexure VIII (page 4 of 4).
11. If you are attaching a document in a language other than English, a self attested English translated document may please be also attached.

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

	Annexure-VI Check List for Contractor Registration Form		
	Page No.	2 of 14	

Sl.No.	Check-Point	Yes/No
1.	Information against all points under “Organizational Information” has been given.	
2.	All enclosures and supporting documents have been enclosed.	
3.	Technical requirements, specifications, drawings, standards have been received from BHEL before filling up Technical Competence.	
4.	All the parts of the form & enclosures have been signed by Authorised Signatory.	

Signature & seal

Date :

(Authorised Signatory)

Note: This check list is to be attached with the filled up Contractor Registration Form.

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION - I: Company Profile & Organisational Information

Page 3 of 14

1.1 GENERAL INFORMATION

Sl No	Detail/Particulars	Remarks by BHEL, if any
1.1.1	<u>Name of Company seeking Registration:-</u>	
1.1.1a	Work description/package for which registration is sought.	Package code to be given by BHEL
1.1.2	Date of Incorporation/Establishment :- (Please attach Certificate of Incorporation)	
1.1.3	<u>Registered Office Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.4	<u>Head Office Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.5	<u>Mailing Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.6	<u>Officer to be contacted for clarification on CONTRACTOR Empanelment:-</u> Name & Address ➤ Tel No : ➤ Fax No : ➤ Email ID:	

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION I: Company Profile & Organisational Information

Page 4 of 14

		Remarks by BHEL, if any
1.1.7 i	<u>Branches:-</u> Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
ii	Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
iii	Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
1.1.8 i	<u>Sister Concerns if any:-</u> Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :	
ii	Address:- ➤ Contact Person: ➤ Tel No : ☐ Fax No : ➤ Email ID : ➤ Web site :	

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION I: Company Profile & Organisational Information

1.2 OWNERSHIP INFORMATION

Page 5 of 14

1.2.1	TYPE OF COMPANY (please tick "v" any one applicable)	Documents to be submitted	Remarks by BHEL, if any
i	Govt of India Undertaking <input type="checkbox"/>		
ii	State Govt Undertaking <input type="checkbox"/>		
iii	Public Limited Company <input type="checkbox"/>	Memorandum and Articles of Association	
iv	Private Limited Company <input type="checkbox"/>	Memorandum and Articles of Association	
v	Co-operative Society <input type="checkbox"/>	Society Rules and Byelaws	
vi	Partnership Firm <input type="checkbox"/>	Partnership deed	
vii	Proprietorship <input type="checkbox"/>	Professional Tax Registration & Municipal Registration	
viii	Any Other (specify) <input type="checkbox"/>	Supporting docuemnts	

1.2.2	DIRECTOR/PARTNER/OWNER/PROPRIETOR INFORMATION	Position Held In Company	Remarks by BHEL, if any
i			
ii			
iii			
iv			

1.2.3 DIRECTORS / PARTNERS, IF RELATED TO ANY BHEL EMPLOYEE.

NAME :

STAFF NO. :

DESIGNATION :

UNIT & DEPARTMENT :

RELATIONSHIP :

1.2.4 IF ANY EX-BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.

NAME :

STAFF NO. :

DESIGNATION :

UNIT & DEPARTMENT :

DATE OF LEAVING SERVICE :

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

Page 6 of 14

1.3 REGISTRATION PARTICULARS

Sl No	Description (PLEASE INDICATE PARTICULARS IN THE SPACE PROVIDED FOR EACH)	Required for	Documents to be submitted	Remarks by BHEL, if any
a	INCOME TAX (PERMANENT AC NO):-	All categories	Copy of Certificate	
b	SERVICE TAX REGISTRATION	All Categories	Copy of Certificate	
c	Sales Tax VAT Registration Number and Date			
	1	As applicable	Copy of Certificate	
	2.	As applicable	Copy of Certificate	
	3.	All categories	Copy of Certificate	
d	PF Registration	All categories	Copy of Certificate	
e	CPWD/Government Organisation	As applicable	Copy of Certificate	
f	Geological Survey Of India/Equivalent	For Geo Tech Investigations etc	Copy of Certificate	
g	IBR	For Boiler and IBR Piping	Copy of Certificate	
h	Contractorship License for Electrical Works (from any State/Union Territory of India)	For Electrical Works	Copy of Certificate	

1.4	MANPOWER	Remarks by BHEL, if any
A	Organisation Strength (In number): (please submit Organisation Chart)	

B	List of Key Persons on rolls of the Company				
	Category	No of persons in the Company	Qualification	Total work experience	Remarks by BHEL, if any
i	Resident Managers/Resident Engineers				
ii	Site Engineers (Erection & Commissioning)				
iii	Site Engineers (Quality)				
iv	Site Safety Co-ordinators				
v	Site Supervisors				
vi	Skilled Workmen				
vii	Others				

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

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1.5 OTHER PARTICULARS

A	Registration with BHEL and Other Firms	Registration/Empanelment Number	Registration/Empanelment valid upto	Document to be submitted	Remarks by BHEL, if any
i	BHEL / Unit name			Documentary evidence	
v	Electricity Boards			Documentary evidence	
vi	NTPC/other Public Sector/Private Sector			Documentary evidence	
vii	PWD/Railways			Documentary evidence	

B	BANKING DETAILS OF COMPANY		
	Information of Bank Account of Company	Document to be submitted	Remarks by BHEL, if any
	<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer – EFT/RTGS) is to be submitted</p> <p>1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 9. Details of other Bankers (for reference purpose only)</p> <p>NOTE : CONTRACTORs who have already submitted the above information are requested to submit a copy of the same</p>	Information of Bank Account of the Company, duly endorsed by the Bank	

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

Page 8 of 14

1.6	QUALITY SYSTEMS	Certificate Number and Valid upto	Document to be submitted	Remarks by BHEL, if any
A	Accreditation to ISO 9001		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
B	Accreditation to ISO 14000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
C	Accreditation to OHSAS 18000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
D	In House Quality Systems		Copy of quality manual	

1.7 FINANCIAL INFORMATION FOR THE PREVIOUS THREE YEARS

Sl No	Financial Information	Financial Value in Rupees in Lakhs (Audited)		Remarks by BHEL, if any
		Year	Value in Rupees in lakhs	

1.0	Parameter	Year 1	Year 2	Year 3	Year 4
		(Years in ascending order, Money value in Rs. Lakhs)			
1.1	NET WORTH (Share Capital +Reserves)				
	Growth over previous year (%)	-----			
1.2	LONG TERM DEBT / LOAN				
1.3	DEBT EQUITY RATIO				
	Long term Debt (9.2) Net worth (9.1)				
1.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
1.5	1 NET CURRENT ASSETS a) Cash on hand b) Account receivable c) Inventories Total				
	2 CURRENT LIABILITY a) Sundry creditors b) Interest accrued but not due c) Other liabilities Total				
	3 QUICK RATIO CA - INVENT. {9.5(1)-9.5(1)c} Current liability {9.5 (2)}				

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

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ii	SALES/TURN OVER (Last three Financial Years)			
		Average		
iii	CASH PROFIT (PAT + Non Cash Expenditure viz Depreciation) (Last three Financial Years)			
iv	Whether CONTRACTOR has been referred to BIFR/NCLT/ any other similar Govt. Agency (If 'YES' enclose details)	YES/NO		
v	Whether CONTRACTOR is a potential sick Company (If 'YES' enclose details)	YES/NO		
vi	Copies of Audited Annual Accounts (Balance Sheet, P&L Account, Cash flow statement) for the last three (3) years to be submitted.			
vii	Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise & Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.			

Legend:

: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company**RESOURCES****A) TOOLS & PLANTS, MACHINERY OWNED BY COMPANY**

SL NO	Description of T&P, Machinery	Make	Capacity	Year	Quantity	Remarks

1. Please indicate all important T&Ps, Machinery owned by Company
2. Please use additional sheets if required

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

B) INSPECTION, MEASURING AND TESTING EQUIPMENTS OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year of make	Quantity	Next Calibration due	Remarks

1. Please indicate all important Inspection, Measuring and Testing Equipments owned by Company
2. Please use additional sheets if required

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

- C) TIEUPS or RATE CONTRACTS ENTERED INTO BY THE COMPANY FOR PROVIDING VARIOUS SERVICES WHICH THE COMPANY PROPOSES TO INDICATE

SL NO	SERVICES FOR WHICH TIEUPS / RATE CONTRACTS ENTERED FOR PROVIDING SERVICES	PLEASE INDICATE WHETHER SHORT TERM (1 YEAR) OR LONG TERM (ABOVE 1 YEAR)	Remarks

1. Please indicate all important Tie Ups entered by Company for providing various services
2. Please use additional sheets if required

WORK EXPERIENCE (in the last 5 years period ending on the date of submission of Application)

(use additional sheets if required)

[illegible]

The Executive Contracts/BHEL PPPU Thirumayam

NAME & ADDRESS OF VENDOR/SUPPLIER													
VENDOR CODE ASSIGNED BY BHEL													
BENIFICIARY'S NAME													
ACCOUNT TYPE (SB/CA/CC/OD)													
BANK ACCOUNT NUMBER													
NAME & ADDRESS OF THE BANK													
BRANCH CODE													
BRANCH IFSC CODE													
BRNCH MICR CODE												X	X
NAME OF THE AUTHORISED SIGNATORY													
EMAIL ID													
PAN NO.													
TELEPHONE/MOBILE NO.													

For.....

Date:

BANK VERIFICATION

(Manger's/Officer's signature under bank stamp with Name Seal & Membership No.)

Forwarded to Accounts Department

We confirm the above details are verified with the records available with us.

FINANCE/BANKS

TERMS AND CONDITIONS OF CONTRACT

COMMERCIAL TERMS AND CONDITIONS

**Expression of Interest for the work enclosed are hereby invited from contractors meeting the qualifying criteria and experienced in works of similar kind and magnitude.
The general terms conditions for regular tenders are given below for reference only.**

For Limited Tenders, vendors not contacted through post and submitting bids by seeing the CPP portal will be considered only for vendor evaluation. Their price bid will not be considered for ordering.

Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each and every page of the tender document including corrigendum & the drawing attached if any, while submitting their bid.

RATE:

- a) Unit rates should be quoted in figures as well as in words with reference to the item shown in the attached schedule. These rates shall be for the specified work in site.
- b) Rate for the item of the tender schedule should be quoted in Rupees and paise only as per the Work / Rate schedule both in figures and words. In case any difference in rates quoted to figures and in words, the rate quoted in words will be taken as the tendered rate.
- c) If, in the price structure quoted for the required goods services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- d) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (c) above.
- e) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f) The rates quoted 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.
- g) All entries in the tender documents should be made in one ink. Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Tenderer concerned.
- h) 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.
- i) The rates quoted in the tender shall remain valid initially for a period of at least "THREE MONTHS" from the date of opening of Technical Bid. After successful award of contract, the rates shall be firm throughout the contract period.
- j) Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.

Section-4: Terms & Conditions of Contract

Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

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.

Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.

In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender. The scanned copy of the same may also be sent by email so as to reach BHEL on the tender date/due time.

Every tender must be accompanied by Deposit receipt for the amount mentioned in this tender notice as Earnest Money Deposit in the form of Pay order or Demand Draft duly pledged in favour of BHEL, Thirumayam. EMD shall not carry any interest. One time EMD of ₹ 2 lakhs can also be paid at BHEL, Thirumayam instead of paying EMD for each tender.

This Earnest Money Deposit will be refunded to the unsuccessful tenderers after 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposit for satisfactory completion of the work. One time EMD will not be considered as part of the Security Deposit. If the bidder withdraws his offer after submission of tender or after acceptance of tender or fails to start the work, the EMD shall be forfeited.

BHEL reserves the right to

- i) cancel the tender at any stage.
- ii) finalize the contract through Reverse Auction / Price Bid Opening.
- iii) negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
- iv) decide on equally distributing and awarding the work to two or more vendors if same L1 rate is quoted by many vendors.

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

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

Section-4: Terms & Conditions of Contract

All payments from BHEL in view of the execution of the contract are liable for Works Contract Tax, Income Tax (TDS), Service Tax, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

Service Tax shall be shown extra in the bid. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also Service Tax Registration form / Self-declaration for non-applicability of Service Tax have to be provided as applicable.

Terms & Conditions of Reverse Auction:

1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
3. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
4. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
5. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
6. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
7. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
8. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
9. Reverse auction will be conducted on scheduled date & time.
10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
13. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
15. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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CONDITIONS RELATED TO THE WELFARE OF LABOURS

The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply on award of contract.

- 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.

The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan for the engaged labour has to be submitted for bill processing.

BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.

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.

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.

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.

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.

The minimum wages applicable for the year 2015-16 is given below:

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.123.00	Rs.176.00	Rs.299.00	Rs.3690.00	Rs.4575.00	Rs.8265.00
2	Semi-Skilled Worker	Rs.133.00	Rs.176.00	Rs.309.00	Rs.3990.00	Rs.4575.00	Rs.8565.00
3	Skilled Worker	Rs.139.00	Rs.176.00	Rs.315.00	Rs.4170.00	Rs.4575.00	Rs.8745.00
4	Supervisor				Rs.3956.00	Rs.4575.00	Rs.8531.00

Apart from the above, an additional monthly payment of ₹ 3200/- for Unskilled, ₹ 3700/- for Semi-Skilled worker and ₹ 4100/- each for Skilled worker is to be ensured.

- 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.

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- 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.
- A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.
- Canteen facility will be provided at subsidized rates as per the provisions of "The Contract labour (Regulation & Abolition) Act 1970 and the related Tamilnadu Rules".

The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.

- 1) The Workmen Compensation Act 1923,
- 2) The Payment of Wages Act 1936 and the related Tamilnadu Rules ,
- 3) The Industrial Disputes Act 1947,
- 4) The Factories Act 1948 and the related Tamilnadu Rules ,
- 5) The Minimum Wages Act 1948 and the related Tamilnadu Rules ,
- 6) Employee's Provident Funds & Miscellaneous Provisions Act 1952,
- 7) The Payment of Bonus Act 1965,
- 8) The Contract labour (Regulation & Abolition) Act 1970 and the related Tamilnadu Rules,
- 9) The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamilnadu Rules (For Civil Works).

<u>Checklist for Documents to be submitted to HR/Welfare Section*</u>				
Sl.No	Document type	Scheduled Date	Periodicity	Remarks
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract Labour (R&A) Act	On commencement and Completion of the Contract	Twice (Once on commencement and once of completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B (to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive

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<u>Checklist for Documents to be submitted to HR/Welfare Section*</u>				
Sl.No	Document type	Scheduled Date	Periodicity	Remarks
7	Wage Register	To be submitted on or before 5th of every month	Monthly	1. Should show PF deduction for each employee 2. to be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 5th of every month	Monthly	
9	Monthly Entry Format	To be submitted on or before 25th of each month	Monthly	
10	Canteen Usage Request format	To be submitted immediately on award of contract	One time / as and when there is a change in the number of contract workers	The Canteen timings as intimated by BHEL management are to be adhered to
* The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required.				

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GENERAL TERMS & CONDITIONS OF CONTRACT

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

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.

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.

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.

"The **Officer-In charge**" means, the Officer deputed by the Head of Dept./Executing Dept., to supervise the work or part of the work.

"**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.

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 Executive/CONTRACTS/PPPU authorised to invite tenders and enter into contract for works on behalf of the Company.

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.

A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

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.

DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HOD/Contracts Dept. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

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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.

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.

SECURITY DEPOSIT:-

Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Contract Value Up to ₹.10 Lakhs	10% of the contract value
For Contract Valued above ₹.10.00 Lakh upto 50.00 Lakhs	1 lakh plus 7.5% on the balance of the Contract value.
For Contracts valued above ₹.50.00 Lakhs	₹.4 lakhs + Plus 5% on the balance of the contract value.

The Security Deposit shall be deposited before start of the Work. Failure to remit 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 loss. EMD in such cases shall be forfeited.

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

- i) Cash (as permissible under the Income Tax Act) – at present not applicable to BHELThirumayam.
- ii) Pay Order, Demand Draft in favour of BHEL
- 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).
- 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 with minimum validity covering the contract period + 2 months & maintenance period if any.
- vi) In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT./PPPU, BHEL Thirumayam.
- vii) 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 with minimum validity covering the contract period & maintenance period if any.

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viii) 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 paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement. No interest shall be allowed on Security Deposits. 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 realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

REFUND OF SECURITY DEPOSIT:- Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.

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.

CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HOD/Executing Dept., 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 Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.

BHEL-PPPU, THIRUMAYAM 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.

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.

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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.

DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the HOD/Executing Dept., 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.

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.

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:-

- 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
- 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
- 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.

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,

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- 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.

OR

- Fails to carry out the work and unauthorized absence for more than 3 days.

Whenever BHEL exercise the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by EXECUTIVE/CONTRACTS/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 HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.

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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

CANCELLATION OF CONTRACT IN PART OR 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 HOD/Executing Dept., 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 there under ;
- 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 HOD/Executing Dept., 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 HOD/Contracts Dept. or his authorized representative 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

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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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

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.

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 HOD/Contracts Dept. or his authorized representative, 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.

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 Officer In-charge, 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.

PAYMENT OF BILLS:- All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by the competent authority.

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.

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.

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

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event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive/Contracts/PPPU subject to prompt notification by the contractor.

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 HOD/Executing Dept. / Contracts Dept., or Accepting Officer of the contract expressed to be final and conclusive shall be after written notice by either parties to the contract be referred to the sole Arbitration of Head of Unit / PPPU-BHEL, or other Officers of BHEL appointed as Arbitrator, by the Head of Unit of PPPU-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.

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.

STATUTORY REQUIREMENTS:

- 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.
- 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.
- 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.
- Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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.

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

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.

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.

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. Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

FRAUD PREVENTION POLICY:- The Bidder along with its associate / collaborators / sub-contractors / 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 any fraud or suspected fraud as soon as it comes to their notice.

Compensation for Delay: If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the B.H.E.L on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that is required or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified. For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- a. Completion period (as originally-stipulated) -- at 1 percent per week.
Not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- at ½ percent per week
Exceeding 6 months and not exceeding 2 years.
- c. Completion period (as originally-stipulated) -- at ¼ percent per week
Exceeding 2 years.

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Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given:

- | | | | |
|----|---|----|-------------|
| a. | Completion period (as originally-stipulated)
Not exceeding 6 months. | -- | 10 percent. |
| b. | Completion period (as originally-stipulated)
Exceeding 6 months and not exceeding 2 years. | -- | 7½ percent. |
| c. | Completion period (as original-stipulated)
Exceeding 2 years | -- | 5 percent. |

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the B.H.E.L.

TERMS & CONDITIONS RELATED TO SAFETY

At the time of Ordering, Health and Safety records along with Certificate of Registration with appropriate authorities as per "The Building and Other Construction Workers (RE&CS) Act, 1996" to be submitted to BHEL for Civil construction related works, as applicable.

SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950

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-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.

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.

MSE VENDORS:-

In cases where the MSE status is based on acknowledgement of Entrepreneur Memorandum Part II (hereinafter referred as EM II Certificate), the validity of such EM II certificate will be **deemed as 5 years** from the date of acknowledgement of the EM II certificate, unless it is accompanied by a CA certificate, certifying that investment in plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small).

MSE suppliers can avail the intended benefits only if they submit along with their bid, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format as provided below where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non

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submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Certificate by Chartered Accountant on letter head

This is to certify that M/s. _____ (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) _____ 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):
₹ _____ Lacs
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 the MSMED Act 2006):

(Strike off whichever is not applicable)

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

Or

The Company has been graduated from its original category (Micro/Small) (Strike off which 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:

Seal of Chartered Accountant