

Name of Works: WORKS CONTRACT FOR “NON CORE PRODUCTION SUPPORT SERVICES FOR BOILER PRODUCTION (BPN) AREA AT BHEL, TRICHY FOR 2017-18.

Enquiry No: 9471700088 / 26.09.2017

**HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	9471700088 / 26.09.2017																
2.	Name of works	WORKS CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR BOILER PRODUCTION (BPN) AREA AT BHEL, TRICHY FOR 2017-18.																
3.	Location of work	UNIT-I & UNIT-II, HPBP-BHEL, TRICHY.																
4.	Period of contract	12 months from the date of award of contract.																
5.	Earnest Money Deposit	Item 1: ₹ 6,77,190/- (Rupees six lakhs seventy seven thousand one hundred and ninety only) Item 2: ₹ 31,590/- (Rupees thirty one thousand five hundred and ninety only) item 3: ₹ 9,550/- (Rupees nine thousand five hundred and fifty only) Item 4: ₹ 4,850/- (Rupees four thousand eight hundred and fifty only)																
6.	Tender Document details	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><u>A] Part-I Technical Bid</u></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">3</td> </tr> <tr> <td>ANNEX -1B (Scope of Work & Technical Terms and Conditions)</td> <td style="text-align: right;">3</td> </tr> <tr> <td>ANNEX -1C (General Terms & Conditions of Contract)</td> <td style="text-align: right;">16</td> </tr> <tr> <td>ANNEX -1D (Special Terms & Conditions of Contract)</td> <td style="text-align: right;">1</td> </tr> <tr> <td>ANNEX -1E (Declaration)</td> <td style="text-align: right;">1</td> </tr> <tr> <td><u>B] Part- II Price Bid</u></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>ANNEX -2 (Price bid)</td> <td style="text-align: right;">1</td> </tr> </table>	<u>A] Part-I Technical Bid</u>	<u>Pages</u>	ANNEX-1A (Technical Bid-Qualifying Criteria)	3	ANNEX -1B (Scope of Work & Technical Terms and Conditions)	3	ANNEX -1C (General Terms & Conditions of Contract)	16	ANNEX -1D (Special Terms & Conditions of Contract)	1	ANNEX -1E (Declaration)	1	<u>B] Part- II Price Bid</u>	<u>Pages</u>	ANNEX -2 (Price bid)	1
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7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at Works Contracts Management (WCM) Building 53, First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014																
8.	Last Date for Receipt of Tender	12.10.2017/ 10.00 Hrs.																
9.	Date of Techno Commercial Bid Opening	12.10.2017/ 10:30 Hrs.																
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.																

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INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to DGM /WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by **10.00 Hrs. on 12.10.2017** and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by **10.30 Hrs (IST) on 12.10.2017** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

BHEL is not responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

1. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / Enquiry No. Offer without separate EMD Cover (with DD/MSME/NSIC) will be summarily rejected.

Note: **1.** Offer without EMD will be rejected.

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

2. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

3. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

Note:

1. The contract will be awarded for a period of **12 Months (One Year)** from the date of ordering.
2. The quoted rates shall be valid up to six months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded. The Tenderer has to quote the Rate / Unit only.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**
6. In case of more than one L1 bidders for respective schedules, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. **BHEL does not guarantee any minimum quantity.**
9. No other pre conditions along with your offer will be entertained by BHEL
10. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
11. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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12. EMD EXEMPTION FOR MSE / NSIC / SSI VENDORS:-

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate / UAM or EM II certificate along with attested copy of a CA certificate (Format is provided as **Annexure-A** 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 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.

Annexure - A

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (Here in after 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 MSMED Act, 2006 :
₹.....Lac.

(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€ 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.

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IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work , if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (e) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (f) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- (h) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

NOTE

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent

Or

Any document submitted by the bidder was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-1A

A: Contractor Profile

1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code (If any)	
7	Labour License details. (Copy of Labour license to be attached) Note : If labour License not obtained by the contractor the same has to be obtained before commencement of Work.	() Registered and Copy Enclosed () Not Registered

B: Qualifying Criteria:

Sl. No	Qualifying Criteria	DETAILS
A	<p>EMD(Earnest Money Deposit) : Item 1: ₹ 6,77,190/- (Rupees six lakhs seventy seven thousand one hundred and ninety only) Item 2: ₹ 31,590/- (Rupees thirty one thousand five hundred and ninety only) item 3: ₹ 9,550/- (Rupees nine thousand five hundred and fifty only) Item 4: ₹ 4,850/- (Rupees four thousand eight hundred and fifty only)</p> <p>Vendors to submit EMD as per combination of items for which offer is submitted. (EMD will be waived off for SME/NSIC/SSI vendors upon verification.) (Copy of valid Certificate to be enclosed) organization OR Form 26 AS or Bank statement for transaction of payment.</p>	<p>AMOUNT :₹ DD NO: DD DATE: ISSUING BANK :</p>

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B	Technical Competence :	
1.1	For vendors quoting for Item-1 or any combinations of item 1,2,3 and 4 including item-1 as per BOQ:	
	<p>Experience of having successfully executed Works/Service contracts similar to scope of work / manpower supply during last 7 years ending 31.03.2017 either of the following:</p> <p>a) Three Works/Service contracts each costing not less than the contract value of ₹ 25 Lakhs</p> <p style="text-align: center;">OR</p> <p>b) Two Works/Service contracts each costing not less than the contract value of ₹ 35 Lakhs</p> <p style="text-align: center;">OR</p> <p>c) One Works/Service contract costing not less than the contract value of ₹ 45 lakhs</p>	
1.2	For vendors quoting for either Item 2 or Item3 or Item 4 or in any combination of item 2,3 and 4	
	<p>Experience of having successfully executed Works/Service contracts similar to scope of work / manpower supply during last 7 years ending 31.03.2017 either of the following:</p> <p>a) Three Works/Service contracts each costing not less than the contract value of ₹ 5 Lakhs.</p> <p style="text-align: center;">OR</p> <p>b) Two Works/Service contracts each costing not less than the contract value of ₹ 8 Lakhs</p> <p style="text-align: center;">OR</p> <p>c) One Works/Service contracts costing not less than the contract value of ₹ 10 lakhs</p>	

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C Financial Soundness			
C.1	<p>For vendors quoting for Item-1 or any combination of item 1,2,3 and 4 including item-1 as per BOQ:</p> <p>Agency shall have average annual turnover of ₹ 50 Lakhs or more during any three consecutive years during last four financial years (2013-14, 2014-15, 2015-16 and 2016-17).</p> <p style="text-align: center;">OR</p> <p>For vendors quoting for either Item 2 or Item3 or Item 4 or in any combination of item 2,3 and 4</p> <p>Agency shall have average annual turnover of ₹ 10 Lakhs or more during any three consecutive years during last four financial years (2013-14, 2014-15, 2015-16 and 2016-17).</p>		
	<p>Average Annual Turnover of three consecutive years.</p> <p>₹ Lakhs.</p>		
C.2	Balance Sheet for Financial years duly certified by chartered accountant with CA membership number.	Financial years	Please Tick (√) in the appropriate box
		2013-14	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.3	Profit and loss account statement duly certified by chartered accountant with CA membership number.	Financial years	Please Tick (√) in the appropriate box
		2013-14	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4	Income tax Return acknowledgment	Assessment years	Please Tick (√) in the appropriate box
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

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D Statutory Requirements		
D.1	Income Tax Registration (PAN) (Details & Self-attested copy to be furnished)	Copy of Income tax Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
D.2	Goods and Service Tax (GST) Registration (Copy of registration details indicating GSTIN to be submitted along with offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer))	Copy of Goods and Service Tax (GST) Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
D.3	PF Registration (No. & Date) (Copy of PF Registration to be attached)	Copy of PF Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
D.4	ESI Registration (No. & Date) (Copy of ESI Registration to be attached)	Copy of ESI Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
D.5	Vendors who quote for item no 4 (Straight Tube Butt Weld joint grinding and chipping) of BOQ shall engage manpower having experience of 1 year or more in the field of grinding. (Vendor to confirm)	
E	Acceptance to scope of work (Annexure-1B), general terms, conditions of contract. (Annexure-1C). & Special terms & conditions of contract (annexure-1D)	<input type="checkbox"/> Accepted / <input type="checkbox"/> Not Accepted
F	ANNEX -1E (Declaration) should be signed & stamped and Submitted in letterhead	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

NOTE: Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid and affix his seal

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ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

SCOPE OF WORK:

01: Non- Core Production Support Activities for BPN (Boiler Production) Area

The contractor has to carry out the following non-core production support activities in Unit I and II: Weld reinforcement Grinding, Weld D-slugging, Dressing, Pipe/tube end cleaning and capping, coolant Tank Cleaning, De-burring, Buffing, De-scaling, Surface Cleaning, Water draining at Hydro Centers, Jobs Surface Preparation, Assisting Material Movement and Handling Machine Cleaning , Chips Removal, Rough Painting, Stenciling etc.

The contractor shall engage sufficient skilled manpower for handing 1170 Kgs per man per day.

02: Straight Tube Butt Weld (STBW) Tube cleaning:

- 1) Cleaning of edge preparation ends to facilitate straight tube Butt Welding operation.
- 2) Clean the tube ends to a length of 50 mm free from paint, rust preventive oil, rust and any other foreign particles. The cleaned surface should not have any black spot in the entire surface area. The ID of the tubes are to be ground/filed to have a clean surface without any black spot.
- 3) Deburring the tube ends.
- 4) Squaring of tube ends to tube axis and maintaining 0 mm land.
- 5) Tube cleaning operation for STBW shall be carried out in BHEL shop with labor from approved vendors.
- 6) Necessary consumables and facilities will be provided by BHEL.

03: Flash Butt Weld (FBW) Tube cleaning:

- 1) Spread the tubes on stand and clean the dust for 150mm by a piece of cloth.
- 2) Apply Trichloro ethylene and rub with emery sheet to degrease and remove the rust preventive coating up to a length of 150mm, deburr. Apply emery paper/grinding to remove black spots if any.
- 3) Blow compressed air inside the tube to remove any dust particles.
- 4) Tube cleaning operation for flash butt welding shall be carried out in BHEL shop with labor from approved vendors.
- 5) Necessary consumables and facilities will be provided by BHEL.

04: Straight Tube Butt Weld (STBW) joint grinding and chipping:

- 1) Scope covers the flush grinding of weld reinforcement of STBW butt joints in water wall panel tubes.
- 2) Flush grinding surface level should equal with tube outer Dia. (OD) surface.
- 3) Grinding operation shall be carried out in BHEL shops with labor from approved vendors.
- 4) Necessary consumables and facilities will be provided by BHEL.

BILL OF QUANTITY

SL NO	Description of Work	UOM	Approximate Qty.
1	Non- Core Production Support Activities for BPN (Boiler Production) Area Approximate Qty: Unit-I 44477 MT & Unit-II – 20458 MT	MT	64,935
2	Straight Tube Butt Weld (STBW) Tube cleaning Approximate Qty: Unit-I – 522000 Nos. & Unit-II – 429000 Nos.	Nos.	9,51,000

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3	Flash Butt Weld (FBW) Tube cleaning Approximate Qty: Unit-I – 306000 Nos. & Unit-II – 4000Nos.	Nos.	3,10,000
4	Straight Tube Butt Weld (STBW) joint grinding and chipping Approximate Qty: Unit-I – 40000 Nos. & Unit-II – 36000 Nos.	Nos.	76,000

Technical Terms & Conditions

01. All the consumables, cotton waste, air, power, water etc. required for the execution of the above work will be issued by BHEL at free of cost.
02. Hand grinders, all hand tools, tackles and accessories required during execution of the above works will be issued by BHEL at free of cost.
03. The manpower engaged by Contractor against this contract:
 - a) Shall have working knowledge and experience in handling the tools and execution of the above works.
 - b) Shall not come under the conditions of Child Labor.
 - c) Shall be physically and mentally fit for Industrial work
04. The contractor shall
 - i. Obtain permission for their employees for attending work in A, G, B and N shifts as per the requirement of the production shops.
 - ii. Arrange to deploy Supervisors for supervision of the work allotted to their employees and ensure completion of the work
 - iii. Ensure that the workmen are not changed frequently unless otherwise un-avoidable.
 - iv. To ensure their own supervisors should be available for Night shift also for monitoring and execution of their works by their workmen.
 - v. The contractor has to provide all the needed Personal Protective Equipment to the workmen as demanded by the work center in shop floor while working.
05. Payment to the contractor for Non-core activities will be on pro-rata basis. Necessary certification (e.g. Tonnage, Number of ends cleared, number of ends ground etc.) for the same has to be obtained from the officials of respective production bay.
06. The contractor has to be capable of prompt execution of works employing appropriate manpower within short notice during urgent requirement.
07. The contractor has to ensure execution of work during Sundays and Holidays also as per the production requirement, employing appropriate manpower
08. The contractor shall ensure discipline and good work culture of their workmen during execution of work.
09. Workmen shall attend the work in following shifts as per requirement :
 1. Morning Shift (Ist Shift) : 08:30 AM to 17:00 PM
 2. Night Shift (IInd Shift) : 17:00 PM to 01:30 AM
 3. Morning Shift (A Shift) : 06:00 AM to 14:00PM
 4. Evening Shift (B Shift) : 14:00 PM to 22:00 PM

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10. For supervision of work, one supervisor should be posted for every 20 workmen for every shift /Location of work place. Supervisor shall monitor the work assigned and output of contract workers.
11. Work shall be assigned to workmen through supervisor only and it is the responsibility of contract supervisor to complete the assigned work. On completion of assigned work, the supervisor should report to concerned Engineer of Production shop.
12. Workmen shall not be changed frequently.
13. The contractor or his crew should handle the machinery and other equipment's entrusted to them by BHEL, Trichy with utmost care and return them safely after execution of stipulated work. The cost of damage repair due to improper handling of machinery and equipment will be recovered from the contractor.
14. BHEL, Trichy reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
15. BHEL, Trichy reserves the right to cancel / terminate the contract at any time in case of any non-conformance.
16. The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly to our satisfaction.
17. The proof of execution of work should be submitted along with each bill (printed form) with covering letter and proof for execution of work.
18. The bill should be submitted within a week after execution of work during the calendar month - one bill per month.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

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

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

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. Deviations:

The contractor shall carry out any Scope of work as per instructions of Executing official.

4. Work To Be Carried Out:

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

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5. Assignment of Transfer of Contract:

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

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

7. Compliance to Regulations and Bye-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 statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than ₹ 20 Lakh, the amount in excess of ₹ 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

Forfeiture of EMD:

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

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

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

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EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

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

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

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

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of “Suspension of Business dealings with Suppliers/Contractors”.

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9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

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

10. Orders under the Contract:

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

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

11. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. 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.

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3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12 Payment to employees engaged by the contractor:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
5. As per the circular issued by HR-Welfare/ BHEL dt 08.04.2014, the following additional wages per month has to be paid by the Contractor to his employees over and above the minimum wages declared by the Government of Tamil Nadu as:
 - a) Unskilled : ₹ 3200/
 - b) Semi-skilled : ₹ 3700/-
 - c) Skilled : ₹ 4100/-

6. Contractor should ensure that atleast the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective bank accounts by means of NEFT/ RTGS/ IMPS.

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

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

To illustrate, at present the minimum wages as per the guidelines of government of Tamil Nadu plus BHEL's additional wages inclusive of bonus being paid to an **unskilled worker per day after remitting PF & ESI contributions, is ₹ 430/-** and for **supervisor is ₹ 471/-** which shall be the minimum amount per day that has to be paid to the employees' bank accounts.

The above Illustration is subject to change as and when the minimum wages are revised by the competent authority.

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13. Precautions against Risk:

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

14. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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 Employees Compensation Act or otherwise.

15. Laws Governing the Contract:

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

16. Cancellation of Contract for Corrupt Acts:

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

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:

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

If the Contractor,

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

OR

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

OR

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

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

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

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. Cancellation of Contract In Part or Full for Contractor's Default:

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour

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provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. Termination of Contract on Death of Contractor:

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

20. Special Power to Termination:

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

21. Submission and Processing Of Bills:

Payment of Bills:

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by respective area **Engineer in charge**.

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 respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

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

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

23. Recovery from Contractor:

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

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24. 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.

25. Refund of Security Deposit:

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

26. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled

to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

27. 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 respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

28. Signing Of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. LIQUIDATED DAMAGES (LD)/PENALTY:

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

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

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

30. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

31. Common Terms and Conditions for Works Contract relevant to Safety:

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.

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6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHELb operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

32. FRAUD PREVENTION POLICY

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

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

33. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

34. RISK PURCHASE:

- a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited

35. Common Terms and Conditions for Works Contract relevant to Safety:

Following points shall be ensured for the safety of contract employees.

I. Identity and Entry:

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractors not to employ people whose age is below 18 years.
3. HR/ Welfare will issue passes to the trained employees only.

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4. Welfare has to arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

II. Training:

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts the contractors has to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

III. Dress Code:

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree /chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers.

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

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Work Permit Instructions

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

V. Equipments:

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.

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

VI. All contractors:

A. Gas Plant:

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

B. Electrical Contractors:

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

C. Painting Contractors:

1. Must know the characters of paints, thinners, solvents etc before handling.
2. User departments and the contractor must provide Materials Safety Data Sheets (MSDS) for the contract employees involved in painting work.
3. Contractors should provide respirators to the employees doing painting work.
4. User departments should ensure training for contract employees in Fire prevention, firefighting etc.
5. The training shall be through Fire/Security department.
6. Contract employees must take adequate precaution to prevent fire while working

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D. Civil Contractors:

1. Employees working in Civil constructions should be familiar with the relevant work viz masonry work construction, tiles, partition, floor elevated work etc.
2. Tools, equipment pertaining to their works must be in good condition and with valid certificates. The workers employed must be skill full enough to complete the work- roof work, work at height, excavation blasting etc.
3. Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department/ WEL This is a must for the works like working at height, Jack hammering, sewage cleaning etc.
4. Vehicles used for construction works like Lorries, excavation equipment (JCB), Mixing machines etc., are sound in operating condition.
5. User departments should ensure that the applicable procedures are clearly understood by contract employees involved in civil maintenance viz flooring, floor cleaning, building maintenance, water line, pipe lines, storm water, ETP Maintenance etc. The adherence to the procedures must be ensured by contract supervisor.
6. The operators should be licensed, trained and authorized persons. Valid certificates/ documents must be shown on demand.
7. Employees should remove the waste materials from the work spot after completing the works.

E. Transport Contractors:

1. Vehicles carrying materials should have proper registration documents and must be produced on demand to BHEL security staff.
2. The driver of the vehicle must possess valid heavy duty license, vision Test certificates & relevant valid vehicle documents as per the factory Rules and to be produced on demand to the security staff.
3. The cleaner should be knowledgeable enough to give correct direction. Also should not drive inside or take training inside. Every vehicle should have pair of skilled driver and cleaner.
4. No persons other than driver should be allowed to sit or stand on the Prime Movers of the trailer.
5. Should not do Cooking, Bathing, Vehicle cleaning etc. within the premises.
6. The lights on right side (i.e.) over driver's cabin should be in working condition.
7. Both the head lights as well as park lamps must be in working condition.
8. The tire, brake, horn, turning lamps, etc must be in good conditions.
9. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
10. There must be a safe distance behind another moving truck.
11. If vehicle got break down, they should attend maintenance work and ensure to avoid oil and grease spillage & traffic issues.
12. Drivers should not do material handling activities.
13. Must not stand under/close to load while lifting the materials
14. Speed limit 20 Km/ hr to be maintained inside the factory premises.

F. Shipping:

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.

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4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
6. There must be side packing such as gunny, rubber-tire between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
7. There must be minimum two fastening and it should be more in case of lengthier loads.
8. The loose pieces should be bundled before loading on the truck.
9. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
10. The materials should not be stacked too high to avoid hitting against live electric lines.
11. Must not lift beyond the capacity (SWL) of mobile cranes.
12. Must keep valid certificates for the individual (inclusive of vision Test certificates) and lifting equipment.
13. Should not use mobile cranes for transporting and dragging

VII. Travels/Taxi Contractors:

1. Must have valid documents like Driving license, RC, Insurance, FC, Vision Test Certificate.
2. Max speed limit 20 KM/Hr. must be followed, Timing prescribed for entry and exit to be strictly followed. Not to overtake inside the Premises.
3. Seat belt must be worn by taxi drivers, Park cars only in the permitted areas.
4. Using mobile phones while driving and playing iPod, inbuilt music systems etc. in the vehicles are banned within the factory premises.

VIII. Welfare:

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

XI. Health Checkup:

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

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

X. Safety Equipment:

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

1. Welding - Welding Shield and goggles
2. Gas cutting - Aprons, Gas cutting goggles
3. Painting - PVC gloves, PVC apron, respirators
4. Electrical work - Electrical Resistance gloves, gum boots (during rain)
5. Work near hot furnace - Heat resistant gloves Sr Apron
6. Glass wool related works - Respirators, Barrier Cream

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7. Slag removal, cleaning and grinding work - Goggles / dust respirators.
8. Handling of rough and sharp surfaced objects - Leather gloves
9. Sanitary work - Hand gloves, Gum boots
10. Concrete preparation - Gum boots Electrical
11. Work at height - Rubber gloves, Safety Belt, fall arrestors, Life line Rope.

XI. Violations:

The following will be treated as serious violations and appropriate actions are to be Initiated by the users.

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

36. Notices of Accidents

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

37. Government Law's Covering Under This Contract.

1. The Factories Act, 1948:

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

2. Tamil Nadu Factories Rules, 1950

3.

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

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

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

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

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

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

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

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

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

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

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

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

38. Conditions Related to the Welfare of Labours

- 1 The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
- 2 The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.

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

3. The Contractor will have to make payment to the Contract Personnel, as per minimum wages prescribed by the Government of Tamil Nadu from time to time and additional payment per month (over and above the minimum wage) as given below, any amendment to the government notification, from time to time will be applicable and become part and parcel of these conditions.

Unskilled	-----	₹ 3,200/-
Semiskilled	-----	₹ 3,700/-
Skilled	-----	₹ 4,100/-

4. The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.
5. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
6. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
7. 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.
8. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the Contractor.
9. 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.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 Criteria for Award of Work:

The evaluation of Offer for award of work shall be on the basis of “Total Cost to BHEL”.

The criteria for award of work shall be item wise L1 basis.

The quantity mentioned in BOM / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

2.0 Splitting of Contract:

2.1 The work shall be divided amongst vendors agreeing to match their rate to that of L1 as per their merit.

2.2 The number of vendors amongst whom contract will be divided will be as per Tender Notice. In case nothing been spelt about tender splitting it shall be assumed that No splitting is proposed.

2.3 Following procedure shall be followed for splitting the contract:

- i) The L1 rate shall be counter offered to technically qualified vendors for their acceptance based on their merit and the proposed no. of splitting of contract.
- ii) The contract shall be divided amongst the vendors giving acceptance to counter offered rates.
- iii) H1 vendor shall not be considered for counter offering of L1 rate for acceptance.

2.4 The splitting of contract amongst vendors who accept the counter offered rates.

1. For Item No 1: (Non- Core Production Support Activities for BPN (Boiler Production) Area), the proposed splitting is as follows:

Sl No:	No. of vendors agreed for matching their rate to L1 rate:	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2	% of Contract Value to be awarded to L3
Case 1:	2	50 %	30%	20%
Case 2:	1	60 %	40 %	NA
Case 3:	0	100 %	NA	NA

2. For Item No 2, 3, & 4: (STBW Tube cleaning, FBW Tube cleaning, STBW Joint grinding and chipping), the proposed splitting is as follows:

Sl No:	No. of vendors agreed for matching their rate to L1 rate:	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2
Case 1:	1	60 %	40%
Case 2:	0	100 %	NA

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PART-I (Declaration)

ANNEXURE-IE

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

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DECLARATION

We M/s. do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) atleast the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus once in a year as per the Bonus Act-1965.
2. ESI & PF (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rate quoted in this tender will remain firm throughout the entire Contract period and no extra payment will be claimed from BHEL under any circumstances from our end. Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period will be paid by us during the period of contract.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month and Bonus once in a year as per the bonus Act, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
6. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.

Contractor
(Signature with Seal)
Contractor Signature

Contractor Seal

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PART-II (PRICE BID)

ANNEXURE-II

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
1	Non- Core Production Support Activities for BPN (Boiler Production) Area Approximate Qty:Unit-I – 50333 MT & Unit-II – 25296 MT	MT	64,935	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
2	Straight Tube Butt Weld (STBW) Tube cleaning Approximate Qty: Unit-I – 540000 Nos. & Unit-II – 457000 Nos.	Nos.	9,51,000	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
3	Flash Butt Weld (FBW) Tube cleaning Approximate Qty: Unit-I – 306000 Nos. & Unit-II – 4000Nos.	Nos.	3,10,000	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
4	Straight Tube Butt Weld (STBW) joint grinding and chipping Approximate Qty: Unit-I – 40000 Nos. & Unit-II – 36000 Nos.	Nos.	76,000	₹...../- (In Words ₹.....only.)	₹...../- (In Words ₹.....only.)
Total amount (Excluding GST) (A) (₹)					
GST @ % (B) (₹)					
Total amount (Including GST) (C=A+B) (₹)					

NOTES

1. The rate quoted shall remain firm and throughout the valid for entire Contract period and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.
2. The Tenderer has to quote the Rate / Unit only.
3. The base rate should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
4. Quotation should be valid for a period of 180 days from the date of Tender opening

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5. Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties”. The contract will be awarded to only one contractor based on the total value of the offer (package basis L1) In case of more than one L1 bidders, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
6. No other pre conditions along with your offer will be entertained by BHEL
7. Contractor should ensure that atleast the prevailing minimum wages, as per the rules of Government of Tamilnadu, which are applicable to General Engineering and Fabrication Industry and BHEL’s additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective bank accounts by means of NEFT/ RTGS/ IMPS.

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

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

To illustrate, at present the minimum wages as per the guidelines of government of Tamilnadu plus BHEL’s additional wages inclusive of bonus being paid to an unskilled worker per day after remitting PF & ESI contributions, is ₹ 430/-and for supervisor is ₹ 471/- which shall be the minimum amount per day that has to be paid to the employees’ bank accounts.

8. The above Illustration is subject to change as and when the minimum wages are revised by the competent authority.
9. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted by vendor is inclusive of all taxes and duties levied excluding GST .
10. Applicable GST at the time of execution of contract shall be payable to vendor.