



An ISO 9001  
Company

**Bharat Heavy Electricals Limited**  
**(Seamless Steel Tube Plant)**  
Tiruchirappalli – 620014, TAMIL NADU, INDIA  
MATERIALS MANAGEMENT

<b>TITLE</b> Erection & Support for commissioning of Tube guidance system, Rorotary saw & Cooling bed..	Phone: +91 431 2578578/2578547 Fax : +91 431 252 0464 Email : <a href="mailto:mpanneer@bheltry.co.in">mpanneer@bheltry.co.in</a>
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<b>Reference Number:</b> Enquiry SSTP:CONT:OT:003/11-12E	<b>Enquiry Date:</b> 30.01.2012	<b>Due date for submission of quotation:</b> 01.03.2012
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order		

**BHEL/Trichy is looking for empanelment of new vendors for erection of "Erection & Support for commissioning of Tube guidance system, Rotary saw & Cooling bed.."**

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <a href="http://www.bhel.com">http://www.bhel.com</a> or from the Government tender website <a href="http://tenders.gov.in">http://tenders.gov.in</a> (public sector units) Bharath Heavy Electricals Limited) under enquiry reference "SSTP:CONT:OT:003/11-12E "	
Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 15:00 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, <b>For Bharath Heavy Electricals Limited</b>  Sr.Officer /Purchase & Contracts

## ANNEXURE –A

### SCOPE OF ERECTION & SUPPORT FOR COMMISSIONING OF 1)TUBE GUIDANCE SYSTEM BETWEEN SRM AND ROTARY SAW, 2) ROTARY SAW, 3)ROLLER CONVEYOR TO COOLING BED AND 4)COOLING BED

Sl.No	Description	Vendor's response
1.0	Scope includes erection and support for commissioning of tube guidance system between SRM and Rotary saw, Rotary saw, Roller conveyor to cooling bed and Cooling bed.	
1.1	<b>Tube guidance system between SRM and Rotary saw</b>	
	1.First section of the roller table with height adjustment mechanism by electrical motor with hydraulic clamping,	
	2. The second section of the roller table mounted on a pivoting support frame with height adjustment mechanism suitable for different diameter.	
2.0	<b>Rotary saw</b>	
	1.Saw arms with the carrying device for the saw unit	
	2.Saw blade drive unit	
	3.Gear box for driving the saw arms	
	4.Mechanical safety device to hold the saw arms while changing the saw blade	
	5.Base frame for motor and gear box	
	6.Pneumatic holding brake	
	7.Complete circulating oil lubrication system for gear unit	
	8. Tube supporting wheel, pneumatic valves	
3.0	<b>Roller conveyor to cooling bed</b>	
	1.Welded support steel construction	
	2.Tube support plate between rollers	
	3.Roll with axles and bearings	
	4. Seven retainer plates movable	
	5.One shunt of cast iron	
	6.Mech drive system for the shunt	
	7.One braking trough of cast iron	
	8.All pneumatic cylinders	
4.0	<b>Cooling bed</b>	
	Walking Beam Type	

## **ANNEXURE B**

### **WEIGHT OF COMPONENTS TO BE ERECTED**

<b>SI</b>	<b>Description</b>	<b>Approximate weight in Kgs</b>
1	Tube guidance system between SRM and Rotary Saw	8,000
2	Rotary saw	11,200
3	Roller conveyor to cooling bed	65,000
4	Cooling bed	4,50,000
	<b>Total</b>	<b>5,34,200</b>

## ANNEXURE -C

### **QUALIFYING CRITERIA FOR ERECTION & SUPPORT FOR COMMISSIONING OF TUBE GUIDANCE SYSTEM BETWEEN SRM AND ROTARY SAW, ROTARY SAW, ROLLER CONVEYOR TO COOLING BED AND COOLING BED - Qty: 1 No each**

The BIDDER / VENDOR has to compulsorily meet the following requirements to get qualified for submitting an offer for the ERECTION & SUPPORT FOR COMMISSIONING OF TUBE GUIDANCE SYSTEM BETWEEN SRM AND ROTARY SAW, ROTARY SAW, ROLLER CONVEYOR TO COOLING BED AND COOLING BED

SI.	REQUIREMENTS	VENDOR'S RESPONSE
1	The BIDDER / VENDOR shall have a minimum of five Years of continuous experience in the field of Erection & Commissioning of equipments in a <ol style="list-style-type: none"> <li>a. Steel Mill or</li> <li>b. Continuous process Plant or</li> <li>c. Similar type of equipments</li> </ol> Indicate the actual experience with details.	
2	The BIDDER / VENDOR shall have erected and commissioned at least one number of such equipment. Indicate the type, name and number of equipments installed in India & Other Countries.	
3	Reference List of Customers and Performance Certificate from CUSTOMERS (minimum ONE Customer) indicating type and purpose of equipment, date of commissioning and performance along with full contact details of CONTACT PERSON.	
4	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	
5	Details of manpower available like Rigger, Mill Wright fitter, welder, Supervisor, Site Engineer for erection and support for commissioning of such equipments.	
6	Details of Material handling equipment, lifting tackles and laser or similar type of alignment Equipments available with contractor.	
7	Any additional data to supplement the material handling and erection capability of the Bidder	
8	The BIDDER / VENDOR shall submit the offer in TWO PARTS <ol style="list-style-type: none"> <li>a) Technical &amp; Commercial and</li> <li>b) b) Price Bid.</li> </ol> The Technical Offer shall be in line with the BHEL Technical Specifications and the Guidelines or Annexure mentioned, wherever applicable.	
9	The Offer shall contain a comparative statement of Technical Specifications given by BHEL and the Offer Details submitted by the Bidder, against each clause. A just 'CONFIRMED' or 'COMPLIED' or 'YES' or 'NO-DEVIATION' or similar words in the Vendor's response column may lead to disqualification of the Technical Offer.	
10	The Commercial Offer (given with the Technical Offer) shall contain the Scope of work and the Un-priced part of the Price -Bid for confirmation of scope of work.	



BHARAT HEAVY ELECTRICALS LTD  
SEAMLESS STEEL TUBE PLANT  
TIRUCHIRAPALLI 620 014  
**CONTRACTS DEPARTMENT**

Tender No:SSTP:CONT:OT:003/11-12E Dt:30.01.2012

**Annexure- I**

Description of Work	UNIT Nos	QTY	RATE in Rs
Erection and Support for Commissioning of 1) Tube guidance system between SRM and Rotary saw, 2) Rotary Saw, 3) Roller conveyor to Cooling at Hot Mill/SSTP/BHEL.	No	01	
Erection and Support for Commissioning of Cooling Bed at Hot mill /SSTP/BHEL.	No	01	

**SCOPE OF WORK:-**

1. DETAILED SCOPE OF WORK IS PROVIDED IN ANNEXURE A. DETAILED PART LIST WITH WEIGHT IS GIVEN IN ANNEXURE B.
2. VENDOR/BIDDER SHOULD SATISFY ALL THE POINTS SPECIFIED IN THE QUALIFICATION CRITERIA (ANNEXURE-C). ANNEXURE A AND C TO BE FILLED AND SENT ALONG WITH OFFER.
3. ELECTRICITY, COMPRESSED AIR, CONSUMABLES LIKE KEROSENE, GAS, COTTON WASTE AND WELDING ELECTRODE WILL BE PROVIDED BY BHEL/SSTP.
4. TOOLS AND TACKLES REQUIRED TO CARRY OUT THE WORK INCLUDING WELDING TRANSFORMER, ALIGNMENT TOOLS AND CUTTING SET HAS TO BE ARRANGED BY THE CONTRACTOR.
5. ERECTION WORK SHOULD NOT RESULT IN ANY DAMAGE TO ANY NEARBY EQUIPMENT AND ITS PARTS. ERECTION AREA HAS TO BE CLEANED BY THE CONTRACTOR IF NECESSARY TO CARRY OUT THE ERECTION.
6. INSPECTION: THE COMPLETION/FINISHING OF THE WORK SHOULD BE CERTIFIED BY THE OFFICIALS OF THE HMM DEPARTMENT.
7. TIME DURATION FOR ERECTION AND COMMISSIONING WILL BE 12 WEEKS (MAXIMUM)
8. CONTRACTOR HAS TO SUPPORT THE ORIGINAL EQUIPMENT SUPPLIER & DEPUTE THEIR ENGINEERS TILL THE COMMISSIONING & TRIAL RUN OF THE EQUIPMENT.
9. THE MATERIAL MOVEMENT OF COMPONENTS FROM STORES TO SITE WILL BE PROVIDED BY BHEL/SSTP.
10. CONTRACTOR HAS TO FOLLOW SAFETY RULES AND INSTRUCTIONS ISSUED BY THE MANAGEMENT THEN & THERE AND TO TAKE ADEQUATE SAFETY MEASURES TO THEIR CREW BY PROVIDING REQUIRED PERSONAL PROTECTIVE EQUIPMENT.
11. SERVICE OF 10T EOT CRANE CAN BE AVAILED FROM SSTP/BHEL ON REQUEST. IF NECESSARY; THE CONTRACTOR HAS TO ARRANGE HIGHER CAPACITY CRANE AND LIFTING TACKLES FOR ERECTION AT THEIR OWN COST.
12. TIME TO MOBILISE WORKFORCE/TOOLS, ETC SHALL BE 2 WEEKS (MAXIMUM) FROM THE DATE OF RELEASE OF ORDER.
13. CONTRACTOR HAS TO VISIT SSTP AND STUDY THE NATURE OF WORK, IF NECESSARY BEFORE SUBMITTING THE OFFER.
14. THE WORK WILL BE EXECUTED AS PER DRAWINGS. ANY CLARIFICATIONS REGARDING DRAWINGS ONLY WILL BE CLARIFIED BY BHEL/SSTP.
15. **CONTRACTOR SHOULD QUOTE INDIVIDUALLY FOR JOBS AND ORDER WILL BE RELEASED ON OVERALL L1 BASIS.**

**CONTRACTS EXECUTIVE**



S 27-016

## ANNEXURE III GENERAL CONDITIONS

### 1. DEFINITIONS

Throughout these conditions and in the specifications the terms:

- (a) "THE CONTRACTEE" means the Bharat Heavy Electricals Limited" acting through the 'General Manager, Seamless Steel Tube Plant, Tiruchirappalli – 620 014. Unless the context otherwise provides.
- (b) "THE CONTRACTOR" means the person, firm or company with whom the order for the WORKS is placed and shall be deemed to include the Contractor's successors (approved by the Contractee) representatives, heirs executors and administrators as the case may be unless excluded by the terms of the contract.
- (c) "DRAWINGS" means the drawings exhibited or provided for the guidance of the Contractor.

### 2. EXECUTIONS

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contract, or the Inspectin – Officer who shall have power to reject any of the works of which he may disapprove: and his decision thereon and any question as to the true intent and meaning of the specifications f drawing of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alteration if any to be made during the progress of works and should these alterations be such that either party to the contract considers an alteration in the charges justified, such alteration shall not be carried out until amended by the Contractee. Should the Contractor proceed to carryout work without obtaining the consent of the Contractee in writing to amended cost for the alteration works, the Contractor shall be deemed to have agreed to execute alteration works at such charges as may be considered responsible by the Contractee.

### 3. FORCE MAJEURE

If at any time during the continuance of this Contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, act of public enemy civil commotions, sabotage, fires, floods, explosions, epidemic, quarantine restriction or acts of GOD (herein referred to as events) then provided the notice of the happening of any such events is given by either party to other party within 21 (Twenty one) days front he date of occurrence thereof, either party shall be reason of such event not be an titled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delay in delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision to the Contractee as to whether the delivers, have been so resumed or not shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Contractee subject to prompt notification by the Contractor to the Contractee of the particulars of the events and supply to the Contractee if required of any supporting evidence. Any waiver of time in respect of any supporting evidence. Any waiver of time in respect of partial installments shall not be deemed to be a waiver of time in respect of remaining deliveries.

### 4. TERMINATION OF CONTRACT:

If as a result of difficulty in procurement of raw materials or due to force majeure reasons or any other reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the Contractee, extension of time may be granted by the Contractee to the extent considered necessary Should there be delay in supply beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing the works elsewhere at the cost and risk of the Contractor.

## **5. INTERPRETATION**

Any dispute or difference of opinion in respect of the interpretation, effect or application of this particular Condition of the Contract or of the amount recoverable hereunder from the contractor shall be decided by the Contractee and the decision shall be final and conclusive.

## **6. ARBITRATION**

In the event or any question of dispute arising under these conditions or in connection with this contract. (Except as to any matters) the decision of which is specially provided for in these conditions the matter in dispute shall be referred to two arbitrators, one to be nominated by the Contractee and one to be nominated by the Contractor, or in the case of said arbitrators not agreeing then to an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitrators or in the event of their not agreeing the decision of the said number shall be final and conclusive and the provisions of the Indian Arbitration Act. 1940 and the rules there under and any statutory notification thereof shall be deemed to apply to and be incorporated in the Contract. The Venue of any such arbitration shall be in Tiruchirapalli (Tamil Nadu).

## **7. BOOK EXAMINATION CLAUSE**

- (i) The Contractor shall, whenever required produce or cause to be produced or examination by any officer of the contractee, authorize in that behalf any cost of other account book or account voucher, receipt letter, memorandum, paper or writing or any copy of extract from any such document and also furnish information and returns verified in such a manners may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract( the decision of such officer of the contractee on question or relevancy of any documents, information of return being final and binding on the Parties) The obligation imposed by this clause is without prejudice to the obligation of the contract / or under any statute rules or orders binding the contractor.
- (ii) The contractor shall if the authorized officer or the contractee so requires (whether before or after the prices have been finally fixed) afford facilities to the officer of the contractee concerned to visit the Contractor's Works for the purpose of examining the process of manufacture and estimate or ascertaining the cost of production of the articles, if any portion of the work be carried out by a Sub – Contractor or any subsidiary or a allied Firm or Company, the authorized officer of the contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied Firm or Company shall be open to his inspection.

## **8. SET – OFF CLAUSES**

Payment shall be subject to the deduction of any amount for which the Contractor is liable under this Contract, or any contract in respect of which Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Tamilnadu is the Contractee.

## **9. DELAYED EXECUTION, FAILURE AND TERMINATION OF CONTRACT**

The time for and the date of delivery of work stipulated shall be deemed to be essence of the contract and delivery must be completed not later than the date as specified if the contractor fails to deliver the equipments or installments there of within the period fixed for such delivery or at any time repudiate the contractee may recover damaged for breach of contract as under.

- (i) Recover from the contractor as agreed Liquidated damages a sum equivalent to ½ % per week, of the work value, for the work delayed or part thereof where delivery for each work is accepted after the expiry of the delivery period.

- (ii) Sub – contract the work elsewhere without notice to the contractor on the account and at the risk of contractor the work not so delivered without cancelling the contract in respect of installments of work not yet due for delivery.
- (iii) Cancel the contract or a portion thereof and if so desired sub – contract the work elsewhere at the risk and cost of the contractor.
- (iv) Contractee will have no liability to any stoppage in the work resulting in the labour of the contractor being idle either due to the above mentioned work or break down of the erection equipments tools and tackless to be supplied by BHEL, if any or due to other causes arising form the manner of executing the work.

**10. LAWS GOVERNING THE CONTRACT:**

- (i) This Contract shall be governed by the Indian Laws for the time being in force.
- (ii) irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made the place at which the acceptance of the tender has been issued.

**11. JURISDICTION FOT HE COURT:**

The courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide dispute arising out of or in respect of this contract.

**12. ORDDERS UNDER THE CONTRACT**

All orders, Notices, etc., to be given under this contract shall be in writing, type script or printed and if sent by registered post to the addresses given in the tender of the contractor, shall be deemed to have been served on the date when, in the ordinary post they would have been delivered to him. The contractor shall carryout without delay all orders given to him either in writing or orally.

**13. DAMAGE AND LOSS TO PRIVATE AND INJURY TO WORKMEN:**

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

**14. CANCELLATION OF CONTRACT FOR CONTRACTORS DEFAULT:**

If the contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from Manager / Stores or his authorized representative or fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing thereunder, Manager / Stores may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL, cancel the contract or items of work in default from the contract in which Case the Security Amount Deposited by the contractor shall be forfeited either wholly or in proportion to the unexpired period of the contract at the discretion of the Manager/ Stores. Whenever Manager / Stores exercises his authority to cancel the contract or items of work in the default from the contract, he may complete the work at the contractor's risk and cost provided always that in the event of the cost (as certified by Manager / Stores which is final and conclusive) being less than the contract cost the advantage shall accrue to BHEL. If the cost exceeds the amount due to the contractor under the contract, the contractor shall either pay the excess amount ordered by Manager / Stores or the same shall be recovered from his pending bills, or Security Deposit or other means. In case, the BHEL carries out the work or any part thereof under the provision of these 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 materials, hire charges of tools

and plant and / or labourers provided by BHEL which an adoption of such percentage to cover supervision and establishment charge are to be decided by Contract Executive whose decision shall be final and conclusive.

**15. CANCELLATION OF THE CONTRACT FOR CORRUPT ACT / FRAUD:**

Any gift or offer of illegal gratification made by the Contractor, or others on his behalf shall render the contract void; but shall not prejudicially affect any of the company's claim against the contract. If the contractor defrauds or tries to defraud the company by Submitting fraudulent claims by falsifying records or otherwise, this shall also render the contract void; apart from attracting legal actions.

**16. DAMAGE / PILFERAGE OF MATERIALS:**

The Contractor shall indemnify BHEL against loss, damage, breakage, shortage and pilferage of the materials while in his custody.

**17. RECOVERY FROM THE CONTRACTOR**

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due to the contractor under this contract or any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**18. STAMPING THE AGREEMENT:**

The expenses of completing and stamping the Agreement shall be borne by the Contractor.

**19. WORK TO BE CARRIED OUT:**

The contract shall include all labour materials, tools, plant, equipments and transport which may be required for the execution of the work. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowe.

**20. OTHER CONDITIONS**

- (i) While executing the said work the contractor shall adhere to safety regulations and provide safety measures as per the enclosed annexure the violation of this will lead to punitive action on the contractor.
- (ii) The contractor is required to get endorsement by the security at SSTP Main Gate for the entry of each material covered under the contractors scope of supply and the same is to be submitted along with the bill for processing the same.

**Contracts Executive**



S 27-012

## Bharat Heavy Electricals Limited

SEAMLESS STEEL TUBE PLANT

TIRUCHIRAPPALLI – 620 014

PURCHASE AND CONTRACTS

### ANNEXURE – IV

(Minimum Safety Measures to be followed by the Contractor)

1. All the contract workmen must be briefed about their work nature and hazards involved, in advance.
2. Necessary and essential personal protective equipment must be provided to them.
3. All electrical appliances must be provided with earthing arrangement.
4. Portable grinders must have guard.
5. All the hand tools must be in a good condition.
6. Material handling activities should be done only by experienced persons.
7. In case of accidents, injured person must be referred to outfield Medical Centre for First Aid treatment.  
The supervisor or the Contractor should accompany the injured person alongwith injury report / or letter from respective department.
8. Fire precaution must be strictly adhered to.
9. Any untoward incident should be reported to Safety Engineering Department immediately.
10. No women worker be allowed to work after 6.PM
11. Provide the working platform with toe – board and handrail for continuous working at heights.
12. Provide safety belt or life line at all time for men working at heights.
13. Ensuring proper lashing of the components while being transported in vehicles.
14. The vehicle must have side supports or have body to support the materials conveyed.
15. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
16. Materials should not be allowed to extend or overflow over the sides of the vehicle.
17. Driver must have the proper licence.
18. Vehicle must not be over-loaded than the prescribed.
19. Red flags and lights for parts projecting form the body of the vehicles must be provided.
20. The speed restriction within the factory premises must be strictly adhered to.
21. The gas cylinders must always be handled on trolleys or kept tied down when not in use. They should never be rolled or as roller for conveying. They should not be used without regulators. The gas cylinders should not be left on the roads or at work centre after completion of work.
22. Gas cylinders with proper caps only will be allowed inside the factory for works.
23. All excavations must be barricaded and red lamps must be provided.
24. The Contractor and his workmen should cover under Employees State Insurance Scheme in addition to other insurance benefits.
25. Contractors are requested not to employ workers below the age of 18 years.
26. HOUSE KEEPING
  - a) The Contractors must try to kept their work areas neat and clean.
  - b) All unwanted materials should be removed then and there.
  - c) The work area must be made clean after completion of work.
  - d) The waste and other scrap materials should be put into the respective bins.
  - e) The drying of personal clothing inside the plant it prohibited.
27. PERMIT SYSTEM
  - a) Before starting the work at height (above 3 mtrs), the Contractor must obtain permit to work from different agencies including Safety Engineering Department.
  - b) Before entering into confined space, a clearance should be obtained from Safety Engineering Department. Such work should be carried out in the presence of a responsible person.
  - c) While carrying out welding or gas cutting work inside cellars and tunnels, Fire Service section should be kept informed.
  - d) The contract workmen should not be allowed to enter hazardous and prohibited areas without permission from respective department.

## ANNEXURE V

**SPECIAL TERMS AND CONDITIONS OF ENQUIRY**

1. The Contractor shall comply with the provisions of the following acts and regulations: 1) Minimum wages act of Government of Tamil Nadu. 2) Contract Labour (Regulation and Abolition) Act 1970 and Tamil Nadu Contract Labour Rules 1975. 3) Provident Fund and misc. provisions Act 1952. 4) Employees State Insurance act 1948.
2. Contractor should have separate Registration Code No. for ESI & EPF. Documentary evidences (Xerox copies – attested) for PF, ESI registration etc., should be furnished without which your offer is liable for rejection..
3. The Contractor shall provide all safety devices and personal protective equipment to their workmen at your cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
4. EMD : EMD ( Earnest Money Deposit ) for a value mentioned in our enquiry in the form of Demand Draft in favour of “BHEL Trichy, payable at SBI Kailasapuram, Trichy-14 “, shall be enclosed along with the Quotation. The EMD paid at the time of tender will be adjusted as part of the Security Deposit. Offer without EMD is liable for Rejection. EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The Security Deposit shall be collected before start of the Work. The security deposit shall not carry any interest.
5. **SECURITY DEPOSIT** : Security Deposit is to be collected from the successful tenderer before start of the work in Advance in the form of Demand Draft in favour of “SSTP / BHEL / TIRUCHY ”.. and the balance will be recovered from the running bills. . The amount of Security Deposit will be as below: 1) Up to Rs.10 lakhs – 10% of WO Value. 2) Above Rs.10 lakhs up to Rs.50 lakhs -Rs. 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs. 3) Above Rs.50 lakhs – Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs. The EMD paid at the time of tender will be adjusted as part of the Security Deposit. Please confirm your Acceptance of the same in Your Offer without fail.
6. **REFUND OF SECURITY DEPOSIT** : The Security Deposit mentioned above may be refunded to the Contractor, after 30/180 days of work completion / Guarantee period If any. For that Contractor shall submit a claim letter stating the balance SD amount to be received, along with “NO DUE CERTIFICATE“ duly signed by area Executive / officer.
7. **PAYMENT CONDITIONS** : Regarding payment 90% payment will be made after successful completion of the subject work on pro rata basis. Balance 10% (recovered for balance 50% of 10% security deposit) along with security deposit refundable if any shall be paid after 30 days of work completion / Guarantee period If any. Please confirm the Acceptance of the same in Your Offer.
8. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
9. The copy of disbursement of salary statement of the workers duly certified by the **area in-charge / officer** and the related Challans for the **remittance of PF and ESI contribution** of the workers engaged by the contractor along with the Contractor's contribution should be submitted every month to the **Contract Cell of the Personnel Welfare Department** for clearance for payment.
10. E – PAYMENT : With the advent of electronic mode of funds transfer for effecting payments, we request you to fill up the format attached and get it endorsed by your banker and submit to us as to release the payment thro RTGS.
11. The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the BHEL Management before taking up the work.

12. The contractor may be called upon any time with in the contract period. Contractor must be willing to work at any time including Sundays and Holidays. For which advance intimation will be given one day prior to Holiday / Sunday.
13. **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.
14. The contractor shall get the contract labour engaged by them insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. 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.)
15. PAINTING : Unmachined surface are to be painted with one coat of Zinc Chromate red oxide corresponding to IS 2074 and work order no is to be stenciled on it.
16. Working above 3 meter elevation is considered as WORKING AT A ELEVATION for which proper care has to be taken by the Contractor for the safety of their crew and for such nature of work, necessary safety belts and scaffoldings are to be arranged by the Contractor. For this suitable line clearance is to be got from the department concerned before start the work on each occasion.
- 17. Contractors should quote for all enquiry items for the enquiries where the contract is finalized on over all L1 basis cases, other wise it is liable for rejection. 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. Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final. For the items beyond their scope, regret letter is to be submitted for our records.**
18. Payment will be made on monthly basis. For this purpose, a LOG BOOK should be maintained by the Contractor, and the signature should be obtained daily ( Shift wise ) from the Shop-in-charge / Authorised Executive of User Area. The User Area will certify the Work (Xerox copy of Log-Book to be enclosed) as per the contract to enable MM / contracts to forward the bill on monthly basis on verification to Accounts department for payment. Taxes, if any will be recovered from the bills at sources.
19. SSTP/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.
20. If the contractor any finds discrepancies or omissions in the tender documents or any doubt is to be clarified have to contact. The authority inviting the tender, for clarification well before the due date, so as to submit their tender in time. No extension of time shall be given for submission of the tender on any account.
21. If a tenderer withdraws their offer after submission of tender or after acceptance of tender or fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited shall be forfeited.

**Annexure-A**

**Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)**

(Page No. 1 of 4)

1. This Tender is floated on TWO-BID System.
  1. Tenderers are requested to submit their Offers in TWO-BID basis, viz.,
    1. Part I .. Technical and Un-Priced Commercial Bid
    2. Part II .. Price Bid
  2. Both the above Bids are to be submitted before 14.00 hours (Indian Time) on Tender Due Date, as detailed under Point 3.

2. Above Bids are to be submitted in sealed-covers as detailed below :

**1. Technical and Un-Priced Commercial Bid :**

1. Shall contain complete Scope of Supply with all Technical details, Specifications, Delivery and other Commercial Terms and Conditions.
2. Shall contain all Commercial Conditions, like Payment Terms, Delivery Terms, Taxes, Duties, Delivery Schedule, Offer Validity, EMD demand draft
3. Price columns are to be filled-in only as 'QUOTED' ::

Enq. Sl.No.	BHEL Description of work.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
..	..	..	<b>QUOTED</b>	<b>QUOTED</b>

4. Shall contain Point-wise confirmation for all Enquiry Clause Nos., TDC Clause Nos., and other attachments, if any.
5. If any deviation is taken, Technical or Commercial points, the same shall be clearly highlighted in the Offer with Enquiry Clause No(s). and its attachments. Otherwise, it shall be construed by BHEL that the Tenderer is complying with all Enquiry Clauses in full.
6. Any request for modification/change of Technical / Commercial points shall be entertained only before they are frozen..

**2. Price Bid :**

1. Shall contain following details **only** ::

Enq. Sl.No.	BHEL Description of Work.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.

2. Wherever required / possible, Break-up-Price details are to be furnished.
3. This Bid shall NOT contain any Technical and/or Commercial Conditions. (If indicated, such terms shall not be taken into consideration).

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 2 of 4)

3. Details for submitting the Offer :

1. Cover No.1 – Technical and Un-Priced Commercial Bid :

1. Put the Technical & Un-Priced Commercial Bid inside Cover No.1 seal it.
2. Mark Cover No.1 as :  
**“Part-I -- TECHNICAL AND UN-PRICED COMMERCIAL BID”**  
**Tender No., Tender Date, Tender Due date, Address of Tenderer..**

2. Cover No.2 -- Price Bid :

1. Put the Price Bid inside Cover No.2 and seal it.
2. Mark Cover No.2 as :  
**“Part-II - PRICE BID”**  
**Tender No., Tender Date, Tender Due date, Address of Tenderer..**

3. Cover No.3 -- EMD :

1. Put the Demand Draft towards **EMD No. 3 and seal it and** specifying the tender No.& Date and Due Date duly **superscripting the cover “EMD”**.

4. Cover No.4 -- Techno-Commercial Bid & Price Bid & EMD:

1. Put Cover No. 1 and 2 & 3 inside Cover No.4 and seal it.
2. Mark Cover No. 4, with Tender No., Tender Date, Tender Due date, Address of Tenderer..
3. Address the Cover No.4, to Contract Executive, BHEL/SSTP, Tiruchirapalli-620014, INDIA.

4. Tender Opening :

1. On the Tender Due Date, Technical and Un-Priced Commercial Bid shall alone be opened, in presence of Responded Tenderers / their Authorized Representative, who may like to be present for Tender opening..
2. Clarifications / Confirmations, if any, required by BHEL for Technical / Commercial evaluation , shall be sought from Bidders before opening the Price Bid.
3. Price Bid of Technically suitable Bidders alone would be opened, on a pre-determined date, in presence of the Responded Tenderers / their Authorized Representative, who may like to be present for such opening.

5. General :

1. Incomplete Offers shall be liable for rejection.
2. **EMD : EMD ( Earnest Money Deposit )** for a value of Rs.1,50,000/-, in the form of Demand Draft in favour of **“BHEL Trichy “**, shall be enclosed along with the **Part-I -- TECHNICAL AND UN-PRICED COMMERCIAL BID. Offer without EMD is liable for Rejection.** EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The Security Deposit shall be collected before start of the Work. **The security deposit shall not carry any interest.**

Annexure-A

**Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)**

(Page No. 3 of 4)

2. Fixed Price :  
Bidder shall quote only Fixed Rate / Price and not subject to any escalation whatsoever during the period of Bid Validity and execution of Purchase Order. Any Bid with adjustable or price variation clause shall be treated as 'Non-Responsive' and liable for rejection. Prices shall be written both in numbers and words. In the event of any difference, the price in words shall be valid and binding. Unit Rate shall only be considered as correct and valid, which shall be taken for further consideration.
3. Taxes and Duties :  
Service tax / works contract taxes / VAT if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be considered as 'all inclusive'.  
  
Offer shall carry clear details of Tariff Heading No. and applicable Rates
4. Validity :  
Offer shall be kept valid for acceptance for a period of 60 days (sixty days) from the date of opening of the Technical & Un-Priced Bid.
5. Terms of Payment :  
Payment will be effected for 90% after successful completion of the subject work on pro rata basis and 10% will be with held towards balance 50 % of security deposit. Security deposit will be refundable after 30 days of work completion after recovery if any
6. Liquidated Damages, Risk Purchase and Warranty :  
  
(Ref : Clause Nos. IX Annexure II of Terms and Conditions of Annexure II of pre-printed sheet).
7. Evaluation of the Offers shall be on the basis of 'To-Door Cost at SSTP' (NET Cash outflow to BHEL)
8. BHEL reserves the right to ordering on Public Sector Enterprises under Price-Preference facilities as admissible in the existing policy.
9. BHEL reserves the right to reject any Tender due to unsatisfactory past performance in the execution of a Contract.
10. **BHEL reserves the right to resort for a REVERSE AUCTION (RA), i.e. ON-LINE BIDDING THROUGH INTERNET, instead of opening the sealed Price Bid submitted earlier, which shall be decided after Technical evaluation.**
11. **In case BHEL decides NOT to resort for RA, Price Bids and Price-Impacts, if any, already submitted by Bidder and available with BHEL, shall be opened, as detailed under Point 4 above.**
12. **Information and General Terms and Conditions governing RA, are detailed below:**

**Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)**

(Page No. 4 of 4)

1. Technically and Commercially acceptable Bidders shall only be eligible to participate in the RA.
2. BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
3. Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
4. RA Business Rules, like Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
5. Vendors have to FAX the Compliance Form in the prescribed format (to be furnished by the Service Provider), before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
6. BHEL shall provide the calculation sheet (eg., EXCELL sheet) through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
7. RA shall be conducted on a pre-determined Date and Time.
8. At the end of RA, the lowest Bid Value will be known on the Network.
9. Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
10. Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

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## Bharat Heavy Electricals Limited

[A Government of India Undertaking]

Seamless Steel Tube Plant,  
Tiruchirapalli - 620 014, INDIA

Phone : (0431)-2578578

Fax : (0431)-2520464

E-Mail : [mpanneer@bheltry.co.in](mailto:mpanneer@bheltry.co.in)

### Contracts/Materials Management



AN ISO 9001  
COMPANY

SSTP:OT:003/11-12E

Dt: 30.01.2012

To

Dear Sirs,

Sub: Two Part Tender inviting Techno Commercial & Price Bids for Erection & Support for commissioning of Tube guidance system, rotary saw & cooling bed. for a period of Four Months.

Please submit your competitive offer for the above subject Erection & Support commissioning as per the conditions given in the WORK/RATE SCHEDULE and Terms & Conditions enclosed along with this tender.

01. Nature of Work : As per enclosed "WORK/RATE SCHEDULE"
02. Duration of the contract : Four Months from the date of award of Contract.
03. Last date for receipt of tender : **14.00 P.M. on 01.03.2012**
04. Date/time of opening of Techno Commercial bid : **15.00 a.m. on 01.03.2012**
05. Date/time of price bid : Only the price bids of the technically qualified tenderers will be opened. The date / time of opening of price bid will be informed to the qualified tenderers separately by BHEL.
06. Validity of this offer : 90 Days from the date of opening of tender
07. EMD : **Rs. 1,50,000/-** (Rupees One Lakh and fifty thousand only). Demand Draft for this sum should be drawn in favour of Bharat Heavy Electricals Limited, Trich-14 (Payable at Trichy)

***TENDER WITHOUT EMD WILL BE SUMMARILY REJECTED***

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

Thanking you,

for Bharat Heavy Electricals Ltd.

(M.Panneer Selvam)  
Sr. Officer Purchase & Contracts  
SSTP/BHEL  
Tiruverumbur, Trichy-620014

**Note: The tender shall be addressed to the above address.**

**“TECHNO COMMERCIAL BID”**  
**TENDER No. SSTP:OT:003/11-12E Dt. 30.01.2012**

**1. SUBMISSION OF TENDER**

- 1.1 This Tender is subject to 1.Special Conditions-I, 2.Special Conditions-II, 3. Welfare conditions, 4.Safety Conditions, 5.Safety Precautions, 6.General Terms & Conditions, which are enclosed along with this tender.
- 1.2 Tenderer should furnish all the Technical Details asked in the “TECHNO COMMERCIAL BID” and submitted along with necessary supporting documents.
- 1.3 The above documents as given in 1.1 & 1.2 shall be duly signed and stamped in all pages and placed in a common sealed cover specifying the tender No.& Date and Due Date and duly **superscripting the cover “TECHNO COMMERCIAL BID”** and submitted.
- 1.4 Tenderer should furnish the RATE in the enclosed tender “WORK / RATE SCHEDULE” duly signed and stamped in all pages and placed in a separate sealed cover specifying the tender No.& Date and Due Date and duly **superscripting the cover “PRICE BID”** and submitted.
- 1.5 The Demand Draft towards **EMD** should be submitted in a separate sealed cover specifying the tender No.& Date and Due Date duly **superscripting the cover “EMD”**.
- 1.6 Totally there will be 3 Separate covers. One cover for Techno Commercial Bid, One cover for Price Bid and one cover for EMD.
- 1.7 All the above 3 covers should be placed in a common sealed cover and submitted before the said due date as given above **superscripting the tender No.& Date and Due Date**.
- 1.8 Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted
- 1.9 BELATED and incomplete offers will become liable for rejection.
- 1.10 Submission of tenders by electronic media established by BHEL 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.
- 1.11 BHEL reserves the right to resort for a REVERSE AUCTION (RA), i.e. ON-LINE BIDDING THROUGH INTERNET**, instead of opening the sealed Price Bid submitted earlier, which shall be decided after Technical evaluation.

Place:  
Date:

Signature of the Tenderer  
with seal & full address

#### **4. VALIDITY OF THE OFFER**

- 4.1 The rates quoted shall be valid for acceptance for a minimum period of 90 days from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period shall entail forfeiture of EMD paid.

#### **5. DURATION OF THE CONTRACT**

- 5.1 The duration of this Rate Contract is Four Months from the date of award of Work and the Rates shall be kept firm throughout the Contract period

#### **6. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER**

- 6.1 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)
- 6.2 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
- 6.3 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.
- 6.4 Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- 6.5 Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final.
- 6.6 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 attested by a Notary Public must accompany the tender.
- 6.7 If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.
- 6.8 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 6.9 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.
- 6.10 If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
- 6.11 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 thee 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.
- 6.12 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

Place:  
Date:

Signature of the Tenderer  
with seal & full address

**“TECHNO COMMERCIAL BID”**  
**TENDER No. SSTP:OT:003/11-12E Dt. 30.01.2012**

**10. ELIGIBILITY CRITERIA**

SL No	Description	Details to be furnished by the Tenderer
10.1	EMD	DD No. .... DD Date..... Name of the Bank..... ..... Branch where DD is drawn .. .....
10.2	Documentary proof for Registration of the Establishment such as Certification of Incorporation of the company / Memorandum of the Articles of the Company / Valid Registered Partnership Deed and Power Of Attorney etc., as applicable.	Certification Ref No:..... ..... Date: .....
10.3	Copy of Income Tax Clearance Certificate / SARAL or proof having submitted the returns for Last Three assessment years.	Please tick. <input type="checkbox"/> Enclosed <input type="checkbox"/> Not enclosed
10.4	Documents to prove financial soundness of the company for last three Years: Profit and Loss Account Statement and Balance Sheet or Annual Report.	P&L Account for the Year of ..... Balance Sheet / Annual Report for the Year of ..... ..... .....
10.5	Branch /Sister division List	Please tick. <input type="checkbox"/> Enclosed <input type="checkbox"/> Not enclosed

Place:  
Date:

Signature of the Tenderer  
with seal & full address

**“TECHNO COMMERCIAL BID”**

**2. SPECIAL CONDITIONS - II**

**TENDER No. SSTP:OT:003/11-12E Dt. 30.01.2012**

01. BHEL RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITY AND SPLIT THE TENDERED QUANTITY AMONG MORE THAN ONE TENDERER AND PLACE ORDERS ACCORDINGLY IN ANY PROPORTION, BASED ON COMMITMENT, REQUIREMENT AND SUPPLIERS' CAPABILITY IN TERMS OF DELIVERY AND QUALITY.
02. LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE BHEL RESERVES RIGHT NOT TO CONSIDER THE SAME.
03. TO THE EXTENT POSSIBLE BHEL WOULD AVOID NEGOTIATION IF COMPETITIVE AND REASONABLE RATES ARE OBTAINED IN THE TENDER.
04. IN CASE NEGOTIATION IS FOUND NECESSARY BHEL RESERVES THE RIGHT TO RESTRICT / SELECT CONTRACTORS BASED ON THE MERITS FOR THE NEGOTIATIONS.
05. BHEL RESERVES THE RIGHT TO NEGOTIATE OR REFLOAT THE TENDER OPENED IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
06. IF A RING FORMATION IS SUSPECTED, BHEL MAY REJECT ALL OFFERS OR RETENDER OR CALL NEW SOURCES WHO HAVE NOT BEEN CONTACTED OR RESPONDED AGAINST THIS TENDER.
07. SOURCES CONTACTED IN THIS TENDER DOES NOT AUTOMATICALLY QUALIFY FOR CONSIDERATION JUST BECAUSE THEY ARE FOUND TO BE LOWEST IN THE TENDER. BHEL RESERVES THE RIGHT TO REJECT ANY OFFERS WITHOUT ASSIGNING ANY REASON.
08. IN THE EVENT OF AWARDING OF WORK, THE PERFORMANCE OF THE TENDERER OF CONTRACT, WILL BE MONITORED FOR ALL CATEGORIES OF WORK AND BHEL RESERVES THE RIGHT TO INITIATE SUITABLE ACTION INCLUDING SUSPENSION / FORECLOSURE / TERMINATION OF THE CONTRACT.
09. BHEL RESERVES THE RIGHT TO ACCEPT OR REJECT THE LOWEST OR ANY OTHER TENDER OR ACCEPT OR REJECT ANY PART OF SUCH TENDER WITHOUT ASSIGNING ANY REASONS THEREFOR. THE CONTRACT MAY BE AWARDED TO ONE OR MORE CONTRACTORS, EITHER IN FULL OR PART.

Date:  
Place:

Signature of the Tenderer  
with seal & full address

**“TECHNO COMMERCIAL BID”**

**3.CONDITIONS RELATED TO THE WELFARE OF LABOURS**

**TENDER No. SSTP:OT:003/11-12E Dt. 30.01.2012**

01. The Minimum Wages as prescribed by the State Government / Central government / BHEL management from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
02. If the Contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
03. He has to have his own PF and ESI Codes and comply with the relevant Acts.
04. 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.
05. 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.
06. 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.

Date:  
Place:

Signature of the Tenderer  
with seal & full address

**“TECHNO COMMERCIAL BID”**  
**4.SAFETY CONDITIONS**  
**TENDER No. SSTP:OT:003/11-12E Dt. 30.01.2012**

**The Factories Act, 1948:**

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

**Tamil Nadu Factories Rules, 1950**

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

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

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

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

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

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a 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.

Date:  
Place:

Signature of the Tenderer  
with seal & full address

**7. GENERAL CONDITIONS OF CONTRACT**  
**TENDER No. SSTP:OT:003/11-12E Dt. 30.01.2012**

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

Date:  
Place:

Signature of the Tenderer  
with seal & full address

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

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

**8. COMPLIANCE TO REGULATIONS AND BY-LAWS :-** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**9. SECURITY DEPOSIT:-**

Vendors are to remit Security Deposit after receipt of LOI/Contract within 15 days without fail. The details are given below:

Total Freight Value	Security Deposit
Upto Rs.10 lakhs	10 % of the Total Freight Value
Above Rs.10 lakhs upto Rs.50 lakhs	Rs.1 lakh + 7.5 % of the freight amount exceeding Rs.10 lakhs
Above Rs.50 lakhs	Rs.4 lakhs + 5 % of the amount exceeding ` .50 lakhs

**Mode of Remittance of Security Deposit**

The security Deposit should be collected before start of the work by the Vendors. Security Deposit may be furnished in any one of the following forms:-

- (a) Cash (as permissible under the Income Tax Act)
- (b) Pay Order, Demand Draft in favour of BHEL.
- (c) Local cheques of scheduled banks, subject to realization.
- (d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- (e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value.
- (f) The balance 50% has to be remitted either by cash or in the other form of security.
- (g) The Bank Guarantee format should have the approval of BHEL.
- (h) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- (i) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

**The security deposit shall not carry any interest.**

**The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit** and the balance amount will be recovered by deduction from the running bills of the Contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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

Date:

Place:

Signature of the Tenderer  
with seal & full address

- 10. REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
- 11. ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
- 12. CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/HMM., to act in his stead. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself
- The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SM/HMM ,or the OFFICER-INCHARGE, to receive instructions.
- The AGM/MM., shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
- 13. LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.
- 14. 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
- 15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/MM., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 16. LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.
- 17. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:-** BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

Date:  
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If the Contractor shall :-

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

OR

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

OR

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

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

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

If the Contractor,

- (a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

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

OR

- (c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL
- (d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SM/HMM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/MM., or the same shall be recovered from the Contractor by other means.
- (e) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/MM., whose decision shall be final and conclusive.

Date:  
Place:

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**19. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:**

**If the Contractor :**

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

**20. 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.

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

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

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

- 23. PAYMENT OF BILLS:-** All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by the AGM/MM.,.

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

Date:  
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**25. 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.

**26. FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager/Stores/FB 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 AGM/MM., or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

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

**29. STATUTORY REQUIREMENTS:**

(a) All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

(b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

(b) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

(d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

(e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Date:

Place:

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- 30. REGISTERS & RECORDS:-** The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 31. REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- 32. CHANGE IN CONSTITUTION OF FIRM:-** Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.
- 33. LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
- 34.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

Date:  
Place:

Signature of the Tenderer  
with seal & full address