

TENDER BOX IS AVAILABLE AT VENDER COMPLEX , CMM , NEAR B.H.E.L ADMINISTRATIVE BUILDING FOR DROPPING FILLED TENDERS (SUB CONTRACT/JOB CONTRACT BOX)

(THE TENDER IS IN TWO PARTS- PART 'A' CONSISTS TECHNO -COMMERCIAL PART & PART 'B' PRICE BID – SHOULD BE SUBMITTED IN SEPARATE SEALED COVERS)

2318 5141

FAX: 23186115

**FOUNDRIES & PATTERN SHOP**

HY/ FDY /JC /Adv/14-15/01/01

**ITEM NO. 01**

Dt.:31-03-2014

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M/s

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Dear Sir,

**OPEN TENDER NOTICE REF. NO: HY/ FDY /JC /14-15/01 for the work “MATERIAL HANDLING IN F&P ” on job contract basis for the year 2014-15**

(With in BHEL) along with schedule of work mentioned in Annexure-I, II, III & IV, is hosted in BHEL website.

Please go through the tender details and submit your offer before tender due date.

This is for your information and necessary to act upon.

**Website reference:** [http://www.bhel.com/bhel/tender/view\\_tender](http://www.bhel.com/bhel/tender/view_tender)  
Tender notification details: **NIT- 17146**

**Date of hosting in internet : 01-04-2014**

**Due date for submission of tender : 22-04-2014 11.00 Hrs.**

A copy of tender notification is enclosed for your reference and to view the tender details from net.

**Contractor should sign on all the pages of the tender document.**

For and on behalf of  
Bharat Heavy Electricals Limited,

( AJIT KUMAR XESS)  
**Sr. D.G.M/PPC/ JC/ F&P**

M/s BHEL, R.C.PURAM. Hyd-32  
Email id: xess@ bhelhyd.co.in



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**BHEL , R C PURAM , HYDERABAD-32**  
**Foundries & Pattern Shop**

**TENDER NOTICE**

Ref No: HY/ FDY /JC /ADV/14-15/01/01

**ITEM NO. 01**

DT: 31-03-2014

Name of the department: **Foundries & Pattern Shop ( F&P)**

**TENDER NOTICE NO: HY/ FDY /JC /Adv/14-15/01/01,**

To

Sealed tenders in a sealed cover , **consisting of two inner sealed covers such as** One cover containing techno commercial bid ( Annexure –I ,II & III ) and another cover containing Price bid ( Annexure – IV ) subscribing the tender notice number, tender date, name of the work and due date of tender opening will be received by undersigned from the contractors satisfying the prequalification requirements indicated below. **Technical bid will be opened on 22-04-2014 at 13.30 hrs, and the date of opening of price bid will be intimated after scrutiny of technical bid. Bids will be opened in the presence of tenderer's or their authorised agents at Tender co-ordination Department, CMM, BHEL, Ramachandrapuram, Hyderabad.**

Name of the Work	Earnest Money Deposit ( EMD)	Due date / Time for receipt of tender	Date and Time of Tender Opening	Period of completion of the work
<b>MATERIAL HANDLING IN F&amp;P on job contract basis for the year 2014-15.</b> No. of Units <b>9060</b> (1 Unit = 1.5 Metric Ton) Schedule of work is as per Annexure-I, II, III & IV, are enclosed (Approximated Estimated value <b>Rs 55.16 Lakhs</b> )	<i>Rupees</i> <b>1,50,000/-</b>	<b>22-04-2014</b> at 11.00 hrs	<b>22-04-2014</b> at 13.30 hrs. ( Technical bids)	<b>One year</b> from LOI

**SALE OF TENDER DOCUMENT: From 01-04-2014 to 22-04-2014 (From 9.00 to 14.00Hrs)**

Note: 1.Tenders must be received on or before TENDER DUE date & Time, i.e **22-04-2014** at 11.00 hrs  
**Tenders can be sent By registered post.** BHEL will not be responsible for any postal delay.

2. Technical bid without cost of tender document and EMD is liable to be rejected.

**Sr. DGM / PPC./JCF&P**



## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)  
BHEL , R C Puaram , HYDERABAD-32  
Foundries & Pattern Shop

PART-A

ANNEXURE – I

### TECHNO COMMERCIAL BID

Should be kept in a separate cover ( Annexure I to III )

**NAME OF THE WORK: MATERIAL HANDLING IN F&P on job Contract basis for the year 2014-15.**

**TENDER NOTICE NO. DATE : HY/FDY/JC/ADV/14-15/01/01**

**DT: 31-03-2014**

**Cost of the Tender Document:** Rs 500/- can be purchased from the Foundries & Pattern Shop ( Non refundable). Rs 300 /- If downloaded through BHEL Website (Non refundable) It has to be submitted in the form of D.D. drawn in the name of M/s “Bharat Heavy Electricals Limited” payable at Hyderabad and shall be enclosed with the Techno-commercial bid.. Tender fee/cost shall be non refundable.

**EMD:** An amount of **Rs 1, 50, 000/- (Rupees One Lakh Fifty Thousand only)** towards EMD shall be paid in any of the mode: 1) In BHEL cash office or 2) by way of Demand Draft / Bankers Cheque drawn in the name of M/s “Bharat Heavy Electricals Limited” payable at Hyderabad and shall be enclosed to the tender bid (Techno-commercial bid only ). One time EMD will also be accepted as per terms of BHEL works policy. No other means of EMD payment will be accepted.

**The tenderer shall return the duly filled in tender document after affixing signature on all the pages of the Tender Documents.**

Before tendering, the tenders are advised to inspect the site of work and its environments and be well acquainted with actual working and other prevalent conditions position of material and labour, drawings and specifications and other documents which for part of agreements be entered into. No, claim will be entertained later on the ground of lack of knowledge.

#### **Prequalification requirements:**

1. Contractor shall furnish and enclose copies of ESI Code, PF code, PAN No and Valid Labour license for execution of activities. In case of labour licence, it should be submitted before commencement of work.
2. Tender bids without EMD as stipulated are liable for rejection.
3. Tender bids without cost of tender documents shall be rejected.
4. No work shall be awarded to the successful tenderer without submitting copy of his Service Tax Registration certificate. (in case not available, proof of having applied with acknowledgement from concerned authorities or Service Tax registration certificate before concluding the contract agreement).

**Signature of the contractor(s)**

5. Contractor must quote rates for all the components mentioned in the work. In case for any item the rate is not quoted the offer will be deemed as incomplete offer and it should be rejected. The total amount of the price bid will be calculated based on the rates quoted in the price bid for individual items. The total amount of the price bid thus calculated will be considered for deciding the lowest bidder ( L<sub>1</sub> )
6. Average annual turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year,  
**Should be at least 30% of the estimated cost.**
- 7.1 The contractor should have the Experience of having successfully completed similar works or Foundry production related works in a Factory / Industrial workshop, during the last 7 years ending last day of month previous to the one in which applications are invited. The cost of such work should be either of the following
- a. Three similar completed works costing not less than the amount equal to **40%** of the estimated cost.
- or
- b. Two similar completed works costing not less than the amount equal to **50%** of the estimated cost.
- or
- c. One similar completed work costing not less than the amount equal to **80%** of the estimated cost.
- 7.2 The contractor shall submit the experience certificate mentioning the Name and Address of the company where the work was executed, the Reference number, the Value and Duration of the work done, and the details of the work carried out.
8. The personnel deployed by the contractor should have the knowledge about handling of foundry Material for the Work contents as detailed in **ANNEXURE – II** .
9. The personnel deployed by the agency shall be conversant with the use of safety equipment's related to the material handling operations of foundry, and also shall be conversant with the safety practices for the operations detailed in the work content. It is the responsibility of the contractor to supply the safety equipment to the personnel.
10. The required safety practices related to this work are detailed below :-
- A. The personnel deployed by the agency shall wear Safety Shoes with pair of socks, Protective cloth (Uniform) and Head Helmets all the time while inside the workshops as a general safety measure.
- B. During the Breaking and knockout of poured / rejected moulds and cores, moulds shake out and Knockout of heavy moulds in moulding pits etc. the contract labours shall wear Leather Hand gloves to avoid the items from slipping and causing injuries. Also, dust will be generated during these operations. To protect against this, air Respirators have to be used. Plastic Face Shields have to be used to avoid flying pieces from causing injury.

**Signature of the contractor(s)**

## **TENDERING PROCESS**

- A. Tender box will be kept at BHEL, VENDER COMPLEX , NEAR FACTORY MAIN GATE, R.C. Puram, Hyderabad – 502 032; tenders can be dropped in CMM department **Tender Box** ,(Sub-contract/ job contract ) before the due date & Time
- B. The bids shall be submitted in two parts.
1. Techno - Commercial bid.
  2. Price bid.
- a) Techno - Commercial Bid: The envelop shall contain the Techno- Commercial Bid as per the enclosed technical bid proforma with relevant documents like copies of ESI, PF code, Labour license , PAN No, & Experience, turnover etc; Acknowledged Sacral ( IT) copies. Duly certified by chartered accountant for the 3 previous years ( TO MEET TURNOVER POINT) , EMD, cost of tender document. The envelop shall be super scribed **Technical bid for --- (name of work)**
- b) The second envelope shall contain only the price bid to be quoted Actual or approximate on any account. Any other information given in the price bid will not be considered. The envelope shall be sealed and super scribed **“Price Bid” for (name of work)**
- c) **Both the above two sealed envelopes must be kept into another sealed cover. Each page of the Tender document shall be signed by the tenderer at the bottom of the page. The cover shall be super-scribed with Quotation for - ( name of work )”and shall be addressed to Sr. Dy. General Manager/PPC/JC/F&P, 04 Annexe, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032 to reach on or before by 11.00 hrs on due date and it should also contain from address, Tender No. Name of the work:**
- & Tender due date: Covers with out description of work and type of bid (Techno- Commercial/ Price Bid) shall not be opened.**
- C. Tender documents can be downloaded from our website:<http://www.bhel.com> . BHEL is not responsible for any postal delay. The techno commercial bids will be opened at CMM department, Vender complex, BHEL R.C.Puram Hyderabad- 32 on tender due date at 13.30 hrs. in presence of those tenderer who choose to be present.
- D. Date of opening of price bids will be intimated to the agencies technically qualified during the scrutiny of the techno commercial bid.
- E. In case the agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.
- F. For Work experience documents- Pl. refer to the pre qualification clause.
- G. Tenders received mixed as technical & Price bid documents (combined bid) with out putting in individual envelops , shall be rejected.
- H. Tender will be finalized on the lowest cost to BHEL.

**Signature of the contractor(s)**

- I. Rates should be quoted for all items in price bid. Tender will be rejected in case rate is not given for any item.
- J. TECHNO-COMMERCIAL BID offer should contain full set of signed tender document, copies of Labour licence, statutory codes, experience, turnover copies etc. , Cash Receipt or DD or Bankers cheque for EMD and proof for payment of the cost of the tender document.
- K. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
- L. In case date of opening happens to be a holiday by any reason, tenders will be received and opened on next working day at the same hours.
- M. Price Bid in a separate cover. (Annexure – IV)**

#### **OTHER CONDITIONS:**

**With their quotations, the Bidders shall sign all the pages of the tender specification including appendices, specifications conditions and schedules in token of complete acceptance thereof and enclose the same along with the technical bid.**

**If a Bidder expires after the submission of his tender or after the acceptance of his tender, the Bharat Heavy Electricals Limited, may, at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, the Bharat Heavy Electricals Limited may cancel such tender at their discretion unless the firm retains its character.**

#### **CONTRACTORS DEFAULT:**

**If the contractor shall fail or neglect to execute the work with due diligence and expediency, or shall refuse or neglect to comply with any orders given to him by the Engineer (BHEL) in connection with the work or shall contravene the provisions of the Contract, the Engineer (BHEL) shall give notice in writing to the contractor to make good such failure, neglect or contravention. Should the Contractor fail to Comply with the notice within the period specified in the notice, the Engineer shall be at liberty forthwith, to execute such part of the work as the Contractor may have failed or neglected to do, or without prejudice to any other right BHEL may have under the contract to take the work wholly or in part out of the Contractor's hand and contract with any other person to complete the work or any part thereof, and in that event BHEL shall have the free use of all construction equipment and other things that may be at any time on the site in connection with the work, without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same and BHEL shall be entitled to retain or withhold and balance amount which may be otherwise due under the Contract to the Contractor or such part thereof as necessary to the payment of the cost of executing the said part of the work or by completing the work as the case may be and of meeting claims of third parties against BHEL arising from or in consequence of the Contractor's failure, neglect, refusal or contravention as aforesaid. If the cost of Completing the work or executing a part there of or of meeting claims of third parties as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess to BHEL.**

**Signature of the contractor(s)**

**BHEL'S LIEN ON ALL MONEYS DUE:**

BHEL shall have a lien on and over all or any money that may become due and payable to the Contractor under these presents, and/or also on and over the deposit or Security amount or amounts made under the contract and which may become repayable to the Contractor under the conditions in that behalf herein contained and/or any sums that may become due and payable by Bharat Heavy Electricals Limited, the Contractor either alone or jointly with another or others and either under this, or any other contract or transactions whatsoever between BHEL and the Contractor

Whenever any claim for payment of a sum of money arises out of or under the contract against the Contractor, the BHEL shall be entitled to recover such sum by appropriating in whole or in part the Security deposit deposited by the Contractor and BHEL shall be entitled to realize securities forming the whole or part of any such Security deposit. In the event of the Security deposit amount being insufficient, the balance shall be recovered by appropriating any sum due to the contractor or any sum which at any time thereafter may become due to the Contractor under this contract, or any other contract with BHEL. If even such sum is not sufficient to cover the full amount recoverable the contractor shall on demand pay to BHEL, the balance amount remaining due.

For the purpose of this clause, where the Contractor is a Partnership firm, BHEL shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the Firm either in his individual capacity or otherwise.

Any sum of money due and payable to the contractor (including Security Deposit returnable to him) under the Contract may be appropriated by the BHEL and set off against any claim of the BHEL for the payment of a sum of money arising out of or under any other Contract made by the Contractor with the BHEL Hyderabad-32 or any other units of BHEL.

**TO BE FILLED UP BY THE BIDDER**

Name of the Contractor :

Full Address :

Contact person :

Phone / Fax :

Mobile no :

E.mail ID :

Signature of the contractor(s)

**MATERIAL HANDLING IN F&P” ON JOB CONTRACT BASIS FOR THE YEAR 2014-15.**

**Description Contractor’s Acceptance/ Remarks.**

**Table. 1**

1.	<b>Experience</b> (Details should be furnished ) Name of the work undertaken: Value of work: Name of the Company/ Organization where the Work was executed : Year of the completion of the work: Relevant work experience certificate : (enclose a separate sheet if necessary) For the necessary work Experience please refer to prequalification clause	
2	PF CODE NO :	
3.	ESI CODE NO:	
4	Labour Licence No under section12 (1) of R&A 1970 & Validity( either valid or under renewal should be indicated ):	
5	Acceptance of completion time before one year.	Yes
6	Validity: Minimum 90 days from technical bid opening date.	Yes
7	Cost Of Tender Document Rs 500/- - If collected from the F&P department ( Non refundable) Rs 300 /- If downloaded from BHEL Website ( Non refundable) Cash receipt/ bankers cheque No & date Details	
8	<b>EMD :- Rs 1,50,000/-</b> Cash receipt/ bankers cheque No & date Details	
9	PAN No:	
10	Whether Price quoted is inclusive of all Taxes & duties. Details must furnished for the applicable taxes and duties in percentage and the portion of the amount on which the tax is applicable.	
11	Amount quoted is firm during contract period	Yes
12	Security Deposit clause: acceptance ( Details see under terms and conditions)	Yes
13	<b>PAYMENT TERMS:</b> Progressive Payments at monthly intervals for the work completed on quantifiable basis in all respects as per M. Book Release of payment may take about 15 days for all clearances.	Yes
14	<b>PENALTY:</b> 0.5% of the balance contract value per week or part there of subject to maximum of 10% of the contract value shall be levied if delayed from the scheduled date given by F&P.	Yes
15	General conditions acceptante – technical questionnaire.	Yes
16	Decision of BHEL Representative shall be final in the matter of inspection at any stage	Yes
17	Average Annual turnover during last 3 years (30% of the estimated cost ) 12-13 11 -12 10 -11 year-	Amount Rs.
18	SERVICE TAX REGN. NO	
19	APGST NO./ TIN NO:	
20	20 % Bonus to be paid to workforce on basic rate .	Yes
21	<b>Acceptance for Reverse Auction ( RA ) *</b>	Yes

\* General terms and conditions of RA are given in page no. 8

Signature of the contractor(s)

NOTE:

1. Techno commercial bids: In case the agency has not satisfied all the above conditions with documentary proof, the bid is liable for rejection and their price bid will not be opened.
2. In case of a firm, the Relevant Documents shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual.
3. All agencies shall submit the required documentary evidence.
4. All the columns shall be filled with proper information.
5. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
6. BHEL reserves the right to verify the information provided by the vender/ contractor and call for such of documentary evidence as required for the above including payment details with cheque no's. In case the information provided by vender/contractor is found to be false/ incorrect, the offer shall be rejected.
7. Latest (valid) and permanent E.S.I card must be available with each and every personnel deployed by the agency through out his contract period.

**GENERAL TERMS AND CONDITIONS IN BRIEF:**

- 1) Contractor shall arrange Group Insurance and for all relevant rules for his staff engaged for this work.
- 2) Contractor shall provide personnel safety equipment like uniform, safety shoe for his staff. (List enclosed )
- 3) The contractor **is wholly responsible** for any **loss of life or partial disability** of any of their employees while on work
- 4) In case of occurrence of any accident/ injury of contractor's staff, BHEL will not pay any compensation while they are on duty and contractor has to take care of same under statutory obligation.
- 5) BHEL reserve the right to reject any or all tenders in part or in full without assigning any reason.
- 6) Upon Awardal of the work, the party has to execute an agreement with BHEL as per General Agreement Conditions before commencement of work.
- 7) The contractor shall pay minimum skilled /semi-skilled / un-skilled wages to the Labour as per minimum wages act for the Labour engaged in BHEL. Please refer HR circulars , time to time issued by B.H.E.L. HR department in line with Govt. notification, For the Unit Rates existing in BHEL (latest rates are appended at last).
- 8) In case of any increase in the daily wages of Contract Labour the contractor has to pay the new wages to the contract Labour . BHEL will not reimburse for any increase of wages .
- 9) The agency shall quote the firm rates considering all possible escalation During the currency of the contract..
- 10) Contractor should make remittances towards PF, ESI as per applicable rules.  
The agencies are advised to visit the work site to understand the nature of work /quantum of work in its true perspective to avoid any complications in future .
- 11) Contractor has to pay shift allowance to personnel deployed by him, if engaged 2nd or 3<sup>rd</sup> shift beyond 22.00Hrs @ Rs 15/- per day

**Signature of the contractor(s)**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**BHEL , R C PURAM , HYDERABAD-32**  
**Foundries & Pattern Shop**

**TECHNOCOMMERCIAL TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS**

**Reverse Auction (RA)** : BHEL reserve the right to resort to Reverse Auction procedure i.e On line bidding on internet, instead of opening the submitted sealed bid, which will be decided after technical evaluation. RA terms and condition will be intimated separately. In case any tenderer refuses to participate in the Reverse Auction process the tender will be rejected.

**General Terms and conditions of Reverse Auction ( RA ) & information.**

**Against this enquiry for the subject job-contract with detailed scope of work as per enquiry, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e ONLINE BIDDING (THROUGH A SERVICE PROVIDER)**

- a) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b) BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/demonstration before commencement of on line bidding on internet.
- c) BHEL will inform the Vendors in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- d) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- e) Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- f) BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at “Total cost to BHEL” like schedule of items rates, inclusive of all taxes and duties except service tax which is extra as applicable for each of the vendor to enable them to fill in the price and keep it ready for keying in during the Auction.
- g) Reverse auction will be conducted on a scheduled date & time.
- h) At the end of Reverse Auction event, the lowest bid value will be known on the network.
- i) The lowest bidder has to fax/e-mail the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- j) In the event of RA the sealed price bid envelope along with price impact envelope if any, of L<sub>1</sub> bidder discovered in RA alone shall be opened to verify that the L<sub>1</sub> bidder has quoted the same or lower price in the online sealed bid as compared to sealed cover bid. In case of higher online sealed bid price by that L<sub>1</sub> bidder, Suitable action shall be taken on the bidder.**
- k) In case RA results are not fruitful, BHEL reserves the right to resort to normal tendering procedure for finalization of the contract by opening the sealed price bids submitted by the tenderers.
- l) The agencies are advised to keep a copy of the Price bid submitted along with tender for Their reference for providing at the time of online sealed bid value.

**Signature of the contractor (s)**

## Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before faxing)

To,  
*Service provider,*  
.....  
.....

*Sub: Agreement to the Process related Terms and Conditions*

Dear Sir,

This has reference to the Terms & Conditions for the Online Reverse Auction mentioned in the RFQ document. Tender Enq. No. REF NO: HY/FDY/JC/ADV/14-15/01/01, DT: 31-03-2014, FOR THE WORK:-**“Material handling in F&P on job contract basis for the year 2014-15”**(Item no-01).

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure VI.
- 5) We, hereby, confirm that we will honor the Bids placed by us during the auction process.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Signature of the contractor (s)**

## Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by service provider The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service provider All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or Service provider shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell.
4. **AUCTION TYPE:** 1).English NO ties Reverse (Refer Bidder Manual).
5. **VISIBILITY TO BIDDER:** The bidder shall be able to view the following on his screen along with the necessary fields:
  - Leading Bid in the Auction
  - Bid Placed by him
6. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
7. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auction website .....using the Login IDs and passwords given to them.
8. **OTHER TERMS & CONDITIONS:**
  - The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
  - The **Bidder** shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
  - BHEL's decision on award of Contract shall be final and binding on all the Bidders.
  - BHEL along with service provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / Service provider, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
  - Service Provider, shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.  
Service Provider, is not responsible for any damages, including damages that result from, but are not limited to negligence. Service Provider, will not be held

**Signature of the contractor (s)**

- responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.**

- All the Bidders are required to submit the Agreement Form duly signed to Service Provider By -----(date). After the receipt of the Agreement Form, Login ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to service Provider for further proceedings.

**Business rules for Reverse Auction**

1. **MATERIAL FOR BID:** Item it Procured with specifications.
2. **SCHEDULE FOR REVERSE AUCTION:** The Reverse Auction is scheduled on dd/mm/yy.
  - Auction start time: ----hrs
  - Auction close time: ---- hrs
3. **AUCTION EXTENSION TIME:** if a bidder places a Bid in the last -- minutes of Closing of the Auction, the auction shall get extended automatically for another 10 minutes. In case ,there is no Bid in the last 10 minutes of closing of Auction, the Auction shall get closed automatically without any extension.
4. **BID PRICE :** The bidder has to quote the Total cost to BHEL for the items specified. Calculation sheet to arrive at the Total cost to BHEL will be provided by BHEL.
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees per ----(unit) of the item.
6. **OPENING PRICE:** Shall be provided before the start of the event.
7. **BID DECREMENT:** Shall be provided before the start of the event.
8. The technical & commercial terms are as per BHEL Enq.No. ----- dtd. ----- Vendors technical and commercial bid subsequent correspondences/mutual agreement between BHEL and the vendors regarding commercial terms & conditions.
9. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of 90 days and shall not be subjected to any change whatsoever.
10. **POST AUCTION PROCEDURE:** BHEL will proceed with the Lowest Bid in the Reverse Auction as per the normal procedure.

**Signature of the contractor (s)**

**FINANCIAL TERMS AND CONDITIONS:**

- a) Prices quoted must be firm and should be inclusive of all taxes, duties, during the contractual period.
- b) **Payment:** progressive payments will be arranged on acceptance of the items supplied against actual operations / work completed, based upon unit rates.
- c) **Delivery:** Total Job should be completed within schedule time
- d) **Penalty:** Penalty will be levied at the rate of 0.5 % per cent of the contract value per week or part thereof subject to maximum of 10% of the total contract value in case of delay.
- e) **Security Deposit** clause is applicable, as per details in annexure-III.
- f) **Guarantee:** 12 Months for workman- ship.

**General:** For filling and submitting the tender

Tender cover should have the following details:

- a) Tender for the work **MATERIAL HANDLING IN F&P ” on job**  
**Contract basis for the year 2014-15.**
- b) From address:
- c) To address: Sr.DGM /PPC & JC/F&P/ 04 Annexe, M/s BHEL, R.C.PURAM, HYDERABAD- 502 032
- d) Tender No: **HY/ FDY /JC /14-15/01**
- e) **Tender due date: 22-04-2014 at 11.00 hrs.**

**Contractor should get it rubber stamped on all pages with Full Signature & date. Signature & rubber seal is required wherever corrections are made.**

***The following documents should be submitted with techno commercial offer.***

- a) ***Documents showing experience - Pl. refer to Annexure – I for the Details.***
- b) ***PF Code.***
- c) ***ESI Code.***
- d) ***Labour license.***
- e) ***PAN No.***
- f) ***Cash receipt/ Demand draft for EMD.***
- g) ***Payment towards cost of tender by way of cash deposit in BHEL office or Bankers Cheque or Demand Draft.***

For and on behalf of  
Bharat Heavy Electricals Limited,

(AJIT KUMAR XESS)  
Sr. D.G.MPPC/ JC/ F&P

M/s BHEL ,04 Annexe,  
PHONE: 040-2318 5141  
FAX: 040- 23186115  
Email id: xess@ bhelhyd.co.in

**Signature of the contractor(s)**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**BHEL , R C PURAM , HYDERABAD-32**  
**Foundries & Pattern Shop**

**ANNEXURE – II**

**NAME OF THE WORK :“MATERIAL HANDLING IN F&P ” on job Contract basis for the year 2014-15.**

**WORK CONTENT FOR THE ABOVE IS FURNISHED HEREUNDER :-**

**01: 204 FERROUS FOUNDRIES:**

- ❖ Breaking and knockout of poured, rejected moulds and cores in all the work centres on day to day basis.
- ❖ Assisting the moulds shake out works in Heavy Bay and segments area and stacking of Moulding boxes.
- ❖ Loading of scrap in the charging bins.
- ❖ Cleaning of moulding boxes, Moulding machines on day to day basis.
- ❖ Knockout of heavy moulds in moulding pits, to enable to lift the casting from pit.
- ❖ Hot NI-Hard Rolls, removed from the dies are to be covered with sand for cooling and sand is to be removed after cooling time from the pits and filled in the bins for re-use the same on day to day basis.
- ❖ Providing assistance , as per job requirement for activities such as mixing of different types of sand i.e. cement sand, Co2 sand, two part sand ,three part system sand etc. and pouring arrangement for heavy jobs etc.
- ❖ Carrying out the House keeping activities.
- ❖ All the waste and materials not useful are to be segregated and filled in the bins for disposal.
- ❖ Empty drums and other waste materials are to be loaded in dumper and send to scrap yard.

**02 .205 NON-FERROUS FOUNDRY:**

- ❖ Feeding of moulding sand to the sand plant for the mixing of different types of sand for making the sand moulds and cores.
- ❖ Cleaning of all the work centres.
- ❖ Generated waste materials are to be filled in the specified bins on day to day basis.
- ❖ Providing assistance for the production. Activities on day to day basis.
- ❖ Gaggers are to be collected from all the work centres, segregated and stacked.
- ❖ Empty drums and other waste materials are to be loaded in dumper and sent to scrap yard.
- ❖ Segment castings are to be loaded in bins, sent to fettling shop & scrap to be loaded in the charging bins.

**Signature of the contractor(s)**

### **03 .205 FETTLING SHOP :**

- ❖ Generated different types of metallic scrap are to be segregated and to be sent to 204 melting section or to scrap yard periodically.
- ❖ Chills and gagers to be sent to 204 shops for reuse.
- ❖ Shots are to be sieved, fed to shot blasting machine on day to day basis
- ❖ Preparatory works for repair work of castings.
- ❖ House keeping activities.

### **04. 209 SHOP :**

- ❖ Cleaning of wood pattern equipment received from 204,205 NFF for repair/ rectification works on day to day basis
- ❖ Removal of wood saw dust and scrap generated from the Work Canters and dumping outside the shop in the specified areas.
- ❖ Shifting of wood from wood store to work centres.
- ❖ Housekeeping activities.

### **05: RESOURCES TO BE DEPLOYED BY THE AGENCY**

- ❖ The contractor must understand thoroughly the scope of work in detail and deploy personnel's having sufficient requisite knowledge to carry out the functions as indicated above.
- ❖ Contractor or his representative has to co-ordinate for all the above works with concerned shop in charge.
- ❖ Contractor will be solely responsible for the supervision of the contract labours deployed by him and should engage supervisor for this work.
  
- ❖ The above work is intermittent in nature and contractor has to execute the work as and when required by BHEL. Agreements are to be made accordingly.
- ❖ The agency has to execute the work round the clock including Sundays and holidays , if required .
- ❖ All the safety items & equipment's as per enclosed list are to be provided before commencement of work by the contractor to his person deployed by him.
- ❖ All the safety items should be according to ISI standards and accepted by safety department of BHEL.

**Signature of the contractor(s)**

❖ **06 : SAFETY ITEMS:**

Sl. No	Description	Monthly	Yearly	Pool Basis Yearly once
1.	Leather Hand gloves	2 Sets (4 Nos)	--	--
2.	Special type goggles (Clear lenses)	1 pair	--	--
3.	Air Respirators	4 Nos	--	--
4.	Blue Cotton cloth caps	--	2 Nos	--
5.	Safety Shoes (with 2 Sets of socks)	--	1 Pair	--
6.	Protective cloth (Uniform)	--	2 Pairs	--
7.	Head Helmets	--	--	33 Nos
8.	Plastic Face Shields	--	--	6 Nos
9.	Cora cloth + soap	0.5 meter & one soap bar	--	--

**NOTE:**

- 1) The bid shall be submitted in two parts namely Techno- Commercial bid and the price bid . Techno commercial bids will be scrutinised by the tender committee. In case the agency has not satisfied the conditions as detailed in the pre-qualification criterion as detailed in Annexure – I with documentary proof, the bid is liable to be rejected and the price bid of such agency will not be opened. The Price bid will be opened for the parties qualified in technical bid.
- 2) **The date of opening of price bid will be intimated after scrutiny of technical bid.**
- 3) In case of a firm, the documents submitted by the agency shall be in the name of the firm. However in case of sole proprietor or individuals, these can be on the name of the sole proprietor or individual.
- 4) For the required experience for this contract, pl. refer to Prequalification requirements (Annexure – I)
- 5) BHEL reserves the right to modify / Change the specifications any time before the Price bid is opened.

**Signature of the contractor(s)**

**Table No-2 Invariably furnish the following in your Techno-commercial offer:**

The contractor is required to reply to the clarifications as may be desired by BHEL for the points mentioned in the following Table.

Sr. No.	Title of Clarification resorted to	BHEL Query	Clause in Tender Document	Your Response with Proof	Remarks
1.	Experience Certificates submitted for the subject contract	<b>Has the Agency executed one work in a factory / industrial workshop in the last 7 years period?</b>	Pre-Qualification Requirement Annexure 1.	Yes / No	If yes, then provide the following: 1. Company in which the work was executed, with verifiable data such as address, Tel. No., E-Mail ID etc. along with any Certificates issued by the Company.
2	<b>Cost of the Work Executed</b>	a) Three similar completed works costing not less than the amount equal to <b>40%</b> of the estimated cost. or b. Two similar completed works costing not less than the amount equal to <b>50%</b> of the estimated cost. c. One similar completed work costing not less than the amount equal to <b>80%</b> of the estimated cost.	Pre-Qualification Requirement Annexure 1.	Yes / No	If yes, then provide the Bill for the work executed -Proof of payment Cheque details <b>if the work was carried out at other than BHEL.</b>
3	Average annual turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year,.	Is it at least 30% of the estimated cost	Pre-Qualification Requirement Annexure 1.	Yes / No	If yes, then provide the Saral (IT) copies. Duly certified by chartered accountant for the 3 previous years. 12-13 , 11-12 , & 10-11 years

**Signature of the Contractor(s)**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**BHEL , R C PURAM , HYDERABAD-32**  
**Foundries & Pattern Shop**

**Annexure- III**

**Obligations of the Contractors / GENERAL TERMS AND CONDITIONS**

1. Contractor shall fully comply with the following (General Terms and conditions) and special instructions / enactments:
  - (a) Contract Labour (R&A) Act, 1970 and rules formed there under in A.P.
  - (b) Wage Rates not less than that notified by State Labour Department /from time to time.
  - (c) Payment of Wages Act.
  - (d) ESI Act, 1948.
  - (e) EPF Act, 1952
  - (f) Employee's Compensation Act, 1923.
  - (g) BHEL instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.
  - (h) Payment of Bonus Act, Gratuity Act, works contract Act, Service Tax Act, Factories Act, Income Tax Act and any other applicable Acts. And all other Act applicable in execution of contract.
2. The contractor shall obtain License from the Competent Authority if he engages 5 (Five) or more workmen.
3. The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer of the company.
  - (a) Form XII - Register of contractors
  - (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
  - (c) Form XIV - Employment card issued by contractor (rule 76)
  - (d) Form XVI - Muster Roll (Rule 78(1) (a) (i))
  - (e) Form XVII - Register of Wages (Rule 78(1) (a) (i))
  - (f) Form XVIII - Register of wages-cum Muster Roll (in case of Weekly Payment)
  - (g) Form XIX - Wage Slip (Rule 78) (b)
  - (h) Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii))
  - (i) Form XXI - Register of files (Rule 78) (1) (a) (ii))
  - (j) Form XXII - Register of advance (Rule 78)(1) (a) (ii))
  - (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii))
  - (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82) (1)
  - (m) Any other registers and forms to be maintained as per applicable Act.

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company Officials even at short notice.
4. The contractor shall observe
  - (a) Weekly rest day
  - (b) BHEL List of Holidays

**Signature of the contractor(s)**

5. Contractor shall obtain complete bio-data, of the Labour employment certificate and Antecedent verification in the prescribed form from each Labour and supervisor engaged by him, and shall submit the same to the personnel department /HR section through the contract executing officers before commencement of the work. Contractor to maintain appropriate records of his employees deployed to carry out the jobs.
6. The contract shall ensure that entry and exit of Labour shall be as per the procedure laid down by the BHEL / HR department. Entry permits of the Labour are to be issued by the contractor with contractors monogram.
7. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B (Rule 25 (viii) & 81 (3) to personnel department, IR Section through his contract executing officer, for forwarding the same to State Labour Department.
8. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
9. The contractor shall attend to all inspections notified/conducted by the HR/Personnel department, Labour department, P.F authorities, Factory Inspections, ESI inspectors, or any other such authorities.
10. Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
11. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Post and Telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service there of upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the BHEL official who has signed the contract.
12. Contractor must understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL regarding the above.
13. **Contractor, during his absence shall appoint a competent person to constantly monitor the works as per the directions and explanations given by the "Contract Signing Officer."**
14. Contractor on the advice of BHEL official shall immediately remove any person employed by him, who may in the opinion of the BHEL official is incompetent or misconducts himself and such persons shall not be again employed on the works with out written permission of the BHEL official.
15. The contractor shall give all notices required by the acts, regulation, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with BHEL. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
16. **Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the Contractor will deploy any casual employee to carry out the job nor shall sub – contract the job without prior permission.**
17. **Contractor will keep watch on his employees and he will be liable for any Pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any acts of omission and commission by his employees deployed by the employees deployed by the contractor shall lie exclusively with him.**

Signature of the contractor(s)

- 18 It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify BHEL against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation Act apply, take steps to properly insure against any claims there under.
- 19 In the event of any accident in respect of which compensation may become payable under the Employee's compensation Act. VIII of 1923 whether by the contractor or by BHEL as principal, it shall be lawful for BHEL to retain out of money due and payable to the contractor such sum or sums of money as May, in the opinion of BHEL shall be final in regard to all matter arising in this clause.
- 20 Contractor shall observe provisions of factories act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on second/third shift, overtime, Sundays or on other declared Holidays of BHEL without the written permission.**
- 21 The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipment.
- 22 On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the BHEL official In charge of the work.**
- 23 The contractor shall indemnify BHEL against all losses or damages sustained by BHEL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by BHEL, as a consequence of failure, BHEL to give notice under the workmen's compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.  
The contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract Labour. The contractor shall get himself licensed from the state Labour Commissioner as a contractor in accordance with AP contract Labour (R&A) rules, 1971. It is understood by the contractor that for this agreement to be effective, the prime condition is his fulfilling the conditions of being licensed as a contractor under State Legislation and continuance of this agreement is subject to the sustained ensurance of fulfilment to all statutory requirements including those contained in Labour Commissioner's notification no. D1/8385/79 in respect of employment conditions for contract Labour ESI Act and payment of wages as specified by State Government from time to time. Further as and when there are changes in the service conditions/wages rates for contract Labour, as notified by the State Labour Department, the same will be implemented even if some modification is given at any time after the conclusion of the agreement. Any violation in respect of observance of statutory requirements under the contract Labour (Regulation & Abolition) Act, 1971 will make the agreement liable for immediate termination. Valid contract Labour license shall be produced to BHEL for verification before entering into the contract.
- 24 The contractor shall ensure abidance by all the Labour laws especially including contract Labour (R&A) Act1970, payment of wages Act1936, Employee's compensation Act 1 923, minimum wages Act1948, payment of Gratuity Act 1972, payment of Bonus act,1965, ESI Act 1948and EPF&MP Act,1952,Income Tax Act, Service Tax Act and all other applicable acts shell be complied with by the contractor.**
- 25 Contractor shall comply with all statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued time to time by the concerned authorities.**
- 26 Contractor shall ensure payment of statutory of prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should**

Signature of the contractor(s)

- be made available even after the contract is over for any verification by the statutory / BHEL authorities.
- 27 The contractor shall obtain a separate Provident Fund. Code for his establishment and ensure implementation of provident Fund Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under. **Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF &MP Act1952 to the RPFC. Contractor should have independent code numbers under EPF&MP Act1952 and Esi Act 1948 and shall cover his employees under the said code.**
  - 28 **Contractor shall ensure payment of ESI contribution under ESI Act and provide ESI membership no. / card of each employees.**
  - 29 **Contractor shall produce proof of deductions as well as remittances of PF, EDLI, pension, ESI contribution, administrative charges etc. Where ever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.**
  - 30 **Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.**
  - 31 **Contractor shall be solely responsible for non-payment /delayed payment of wages/DA, contributions under EPF &MP Act, ESI Act etc. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilised by BHEL to discharge the liability of the contractor.**
  - 32 **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.**
  - 33 **The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor. Contractor to obtain insurance cover for his employees.**
  - 34 **Payment of bonus under the payment of bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.**
  - 35 **Over and above the daily wage rate, payment shall be made for leave with wages.**
  - 36 **Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period. The amount of disbursement have to be Transferred to Bank Account of the contract Labours deployed by him. The Bank Account details, pay slips issued to the contract Labours shall be handed over to the authorized representative of contract operating division who shall record under the signature at the end of entries in the register of wages. The contractor will be solely responsible for the disbursement of wages.**
  - 37 **Contractor to obtain licence under CL(R&A) Act, 1970.**
  - 38 **In case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company of the extent of the loss incurred by the company.**
  - 39 **The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancelation of contract.**
  - 40 **The contractor shall be responsible to settle any grievances of the Labour deployed by him.**
  - 41 **Contractor shall issue "Employment Card" to all Labour and supervisors covered under the job work contract.**
  - 42 **A copy of the agreement between contractor and his Labour shall be submitted to the personnel department.**

**Signature of the contractor(s)**

**43 Safety Measures:**

- a) The Contractor shall provide the required safety equipment like uniform, safety belt, safety shoe, hand gloves, to the contract labourers engaged by him. All sorts of safety measures to be taken shall be deemed to form an integral part of the agreement and non-compliance with safety requirement amounts to breach of the contract.
- b) Contractor has to obtain work permit for "working at heights above 2.5 meters height from ground level" wherever applicable.
- c) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise..

**44. Earnest Money Deposit:**

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The rate of earnest money deposit shall be as per tender schedule.

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 increases his earlier quoted rates.
- ii) 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.

EMD shall not carry any interest

**45. Security deposit:**

**Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:**

<b>Up to Rs. 10 Lakhs</b>	<b>10%</b>
<b>Above Rs. 10 Lakhs up to Rs.50 Lakhs</b>	<b>1Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.</b>
<b>Above Rs. 50 Lakhs</b>	<b>Rs 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.</b>

**The security Deposit should be collected before start of the work by the contractor.**

**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.**
- i) 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).
- ii) 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. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- iii) 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.
- iv) 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.

**Signature of the contractor(s)**

- v) EMD of the successful tenderer shall be converted and adjusted against the security deposit.  
The security deposit shall not carry any interest
46. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company. Official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agents, who are entrusted with the work by contractor.
47. The quantities mentioned in the agreement schedule are worked out from the relevant data in the Company and may or may not be the actual required for execution.
48. The Company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any item or portion of the work as it deems necessary.
49. All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official..
50. The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an un-worked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with Specifications shall be taken down and removed from the work site at the contractor's expenses.
51. The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
52. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
53. The contractor shall conform to the regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
54. The contractor shall remove all the generated scrap as indicated from time to time by the Company. If this is not adhered to, the Company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
55. All rubbish as it accumulates shall be removed from the site to the point of Disposal.
56. In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the Company for sole arbitration and his decision shall be final and binding on the parties to this contract.
57. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the jurisdiction.
58. The Company reserves the right to enter into parallel agreement with one or More contractors at their discretion
59. Disputes, grievances between the contractor and his Labour, will have to be settled by the Contractor only.
60. The Labour employed by the Contractor, if found in abetting any fellow Labour or Contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the Contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government

**Signature of the contractor(s)**

61. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
62. The contractor shall have relevant experience for execution of similar work and shall submit credential/relevant documents to that effect.
63. It shall be responsibility of contractor for the administration of the employees deployed for activities in BHEL R.C.Puram unit. The contractor shall be solely responsible for supervising the work allotted to him, and be carried by his employees.
64. The workmen deployed as above shall be in the pay rolls of the contracting agency/firm and shall be physically and mentally fit and do not have criminal records.
65. The contracting agency shall be responsible for all statutory obligations such as coverage of E.S.I, P.F, and APGST and Labour license, insurance etc.
  
66. The contracting agency shall have relevant labour license (Central Govt.) and Produce the same.
67. If required, workmen shall be deployed in two shifts on daily basis.
68. Relievers shall be provided on the respective off days of workmen.
69. The employees deployed by the contractor shall wear neat & tidy uniform of approved design and proper shoes while on duty in BHEL R.C. .Puram, which shall be provided by the contractor
70. The contracting agency shall ensure proper and polite behaviour of their employees in BHEL R.C.Puram premises.
71. The agency shall quote the firm rates considering all possible escalation during the currency of the contract.
72. The offer must be filling up the rates in the same prescribed format issued by BHEL and additional clauses or offers against any other different head will make the offer liable for rejection.
73. Man power to be deployed should have requisite skill and be in commensurate with the requirement of the job as well as supervision of them. Fulfilling the same to be ensured by the contractor during execution of the job to the satisfactory level and will also be responsible for maintaining the same during currency of the contract.
74. All BHEL General Terms and Conditions of the contract shall be applicable.
75. The agency should affix his signature at the end of each page of the document.
76. The contractor or his authorised representative shall be always present at the work site.
77. The contractor shall submit the daily progress report to the Engineer-in – charge
78. The contractor should engage labours who should not be less than 18 (eighteen) years age.
79. Where there is difference in between quoted rates of figures and words, higher rate is taken for tender comparison, while awarding lower rate will be awarded.
80. All the bills of contractors will be cleared by finance Department subject to production of “Clearance Certificate” by the contractors in respect of compliance of all statutory requirements, issued by IR section of Human Resource Department.
81. BHEL has the privity of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractors.
82. In the event of completion/ termination/closure of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees he should settle all terminal dues including retirement compensation at his own cost.

**Signature of the contractor(s)**

83. Contractor shall indicate details of manpower to carry-out the activities on their rolls .
84. Contractor /his authorised representative shall be available round the clock in the site and take instructions from BHEL engineer and get the job executed under supervision by him/ his authorised people.
85. Contractor shall issue photo identity card s/employment card to his employees duly verified and attested by the contractor.
86. In case of employment of women for work by the contractor, contractor will have to discharge his obligations under relevant laws, Acts.
87. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

**88. Towards Supply of tools, tackles and materials:**

Contractor shall provide to his employees all tools, tackles and equipment's and maintain the same to carry out the under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment's and tools and tackles. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

**89. towards Finance:**

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipment's to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies .Which might be applicable to this type of job.

**90. Rights and obligations of BHEL:**

- a) In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligation and rectify the deficiency/anomaly within specified time(Units to specify the time) failing which BHEL reserves the right to impose the specified penalty (Units to specify the quantum of penalty in the contract) in the and/ or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- b) Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason there of by giving 15 days notice in writing to the contractor. The cancellation of contract may be either for whole or part of the contract at BHEL's position. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

**91. Duration of the Contract:**

Duration of the Contract i.e. date of start and date of completion needs to be specifically provided in the Contract. Both the parties can reserve the right to extend the contract on mutually agreed terms and conditions.

**92. Arbitration and Governing Law:**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is

**Signature of the contractor(s)**

reached the dispute shall be settled in accordance with the rules made Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy courts.

93. Signature of the parties:

The contract needs to be executed on proper stamp paper to be purchased by the contractor (stamp fees be ascertained as per the applicable rates in the concerned state). It should be signed with seal of the firm/ Company and witnessed.

94. Adherence to purchase policy/work policy:

Relevant provisions of purchase policy/ Works policy and delegation of powers as applicable need to be adhered to while awarding the job contract(s).

95. Banned contractor :

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

96. Risk purchase.

In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the work or supply goods as per terms and conditions of contract or at any time repudiate the contract wholly or in part, BHEL shall be at liberty to forfeit the EMD/SD submitted by contractor and cancel the work order. BHEL reserves the right, without any prejudice, to get the work done / procure material through alternate sources along with the other incidental charges at the risk and cost of the contractor. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor and if price is lower , no benefit on this account will be passed on to contractor .

SPECIAL CONDITIONS

1. Time is the essence of **the** contract and the specified time of completion is up to which will be reckoned from the date of commencement of work.
2. **Penalty** will be levied at the rate of 0.5 % of the contract value per week or part thereof subject to maximum of 10% of the total contract value in case of delay.
3. These special conditions supplement the conditions to tenders and contracts and the general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract. These special conditions shall prevail.
4. Before quoting his rates of the work, the Tenderer shall inspect the site of work and the quarries from which various materials are to be brought and should satisfy him about the nature and scope of work to be executed
5. BHEL reserves the right to deviate wither by addition or by deletion from the schedule of items of work given in the tender document after awarding the work.
6. **The quantity mentioned in ANNEXURE - IV is only indicative and subject to variation. The actual quantity may change depending upon the requirement of the product shops.** The awarded Quantity may increase or decrease but the Contractor has to deploy the required manpower up to one year.
7. Permissions for Labour shall be obtained in the prescribed formats.
8. Guidelines and statutory payments for Labour engaged have to be adhered to by the contractor.

**Signature of the contractor(s)**

9. Tender documents are not transferable & Tender bid without EMD amount shall be rejected. No correspondence shall be considered.
10. BHEL reserves the right to accept or reject the lowest or any other tender or reject all tenders without assigning any reasons.
11. Contractor should follow general terms & conditions of BHEL in respect of job-contract works including the revisions from time to time.
12. The above work is intermittent in nature and contract has to be completed within the stipulated period during the year 2014-15.
13. Contractor can assess the work content by contacting **contract Executing officer** between 09-00 Hrs to 14.00 Hrs on all working days.
14. The tenderer shall not include any additional conditions / alter conditions either in the techno commercial bid or Price bid.
15. Material, equipment and all other facilities like crane & transport facility Will be provided by BHEL free of cost.

**Daily wages to Labour**

Consequent upon the increase in D.A, communicated by the Regional Labour Commissioner(Central) vide memorandum No. 47(02)/2012-C2, and vide HR I.O.M Ref.No. HR/IR/CL/DA/01.10.2013, Dated 21-10-2013 the approximate minimum wages & revised D.A for contract labour with effect from 01-10-13, is mentioned below:.

<u>Category</u>	<u>Daily Wage Rate</u> in Rupees
USW	390.65
SSW	427.30
SW	464.42

*The daily wages to be paid to the contract Labour by the contractor after deducting the employee contributions towards PF & ESI at the rate of 12% and 1.75% respectively, and to deposit the same by the contractor to the appropriate authority. In addition to this the contract Labour are entitled for Weekly off, Holiday and Leave Wage as per Wage rates as on date. Contractor has to pay **20% Bonus** to his workforce. The equal amount of bonus to be deducted from contractor's running bills and keep it aside in contractor account, for one time bonus payment to workforce.*

**Leaves and Holidays \***

11 days paid holidays / per year  
18 paid leaves / per year.

\*On these leaves and holidays also PF & ESI to be paid by the agency @ 18.36%.

*Daily unit rate covers all statutory provisions like PF, ESI, and weekly off. except safety requirements. The agency has to provide all PPE'S as per the list enclosed( safety items ) Employer Contributions towards PF at the rate of 12% , Administrative charges towards PF at the rate of 1.61 % and ESI at the rate of 4.75% to be paid.*

**Signature of the contractor(s)**

TERMS AND CONDITIONS :

1. Contractor shall arrange Group Insurance and for all relevant rules for his staff engaged for this work.
2. Contractor shall provide uniform and personnel safety equipment like safety shoe, helmets, goggles, hand gloves etc. for his staff before commencement of work.
- 3 The contractor is wholly responsible for any loss of life or partial disability of any of their employees while on work.**
- 4 In case of occurrence of any accident/ injury of contractor's staff, BHEL shall not pay any compensation while they are on duty and contractor has to take care of the same under statutory obligation.
- 5 BHEL reserve the right to reject any or all tenders in part or in full without assigning any reason.
- 6 Upon Awardal of the work, the party has to execute an agreement with BHEL as per General Agreement Conditions before commencement of work.
- 7 The contractor shall ensure payment of minimum wages to his Labour as per minimum wages act for the Labour engaged in BHEL. Refer HR circulars issued by BHEL time to time in line with Govt. notification for the Unit Rates existing in BHEL. Any revision of daily wages rate as per Government G.O shall be born by contractor only and the arrears must be paid immediately to his labour. BHEL will not pay the same. Contractor should make remittances towards PF, ESI as per applicable rules. The contractor shall remit the Contractor's contribution along with Employee's contribution to PF and ESI departments and file monthly returns by 20<sup>th</sup> of following month.
- 8 The contractor has to execute the work round the clock including Sunday and Holiday if required. No extra payment is paid by BHEL for these days of working.
- 9 Contractor or his authorised representative has to coordinate with the Executing Officer for all the works mentioned in the contract.
10. BHEL reserve right to modify/ change the specification any time before the price bid is Opened.
11. The Contractor should arrange proper Supervision. Supervision during the execution of Contract is in the scope of contractor.
12. The Agency shall quote firm rates considering all possible escalation during the execution Of the contract.

**Signature of the contractor**

- 13 All documents (including BHEL Terms & Conditions) submitted for Techno Commercial bid are to be signed and stamped by the contractor without which they will be rejected.
- 14 Any changes in Tender Notice or Extension of Tender dates will not be published in the News papers. The same can be read from BHEL Web site.
15. The quantity mentioned in SCHEDULE OF WORK is only indicative and subject to variation. The actual quantity may change depending upon the requirement of the product shops. The tender evaluation is done based upon the lowest cost to B.H.E.L
- 16 Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
- 17 The contractor shall follow all the safety precautions while executing the work.
- 18 The contractor or his authorized representative shall be always present at the work site.
19. The contractor shall submit the daily progress report to the Engineer-in-charge.
20. The agency shall quote ( + ) or ( -- ) both in figures and words over the BHEL estimate value given in the price bid. In case of any difference in words and figures the percentage given in words will be considered for comparison and for awarding the work.

**Signature of the contractor**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**BHEL , R C PURAM , HYDERABAD-32**  
**Foundries & Pattern Shop**

**PART - B**

Should be kept in a separate cover

**ANNEXURE- IV**

**PRICE BID**

**DT: 31-03-2014**

**NAME OF THE WORK : MATERIAL HANDLING IN F&P on job**  
**Contract basis for the year 2014-15.**

**TENDER NOTICE NO. : HY/FDY/JC/ADV/14-15/01/01**

**ITEM NO-01**

**SCHEDULE OF WORK**

SI No.	Description of work	Units	Measurement of One Unit	Quoted Rate per Unit (Rs)	Total Amount Rs. Ps.
1.	Material handling in F&P	9060	One USW operation = 1 unit		
Total quoted amount					

( Rupees ..... )

Note: 1) One unit / Operation / is considered as 1.5 Metric ton.

- 2) The units mentioned above is only indicative and subject to variation. The actual units may increase or decrease depending upon actual production requirement.
- 3) **The Prices quoted above must be firm and should be inclusive of bonus, DA and all statutory payments etc. with ref. to relevant acts except Service Tax , Service Tax will be allowed extra subject to submission of documentary evidence, so that BHEL can claim Cenvat credit on Service Tax amount.**
- 4) Any increases in Cost of Living Allowance / Wages shall be absorbed by the contractor Himself and BHEL will not reimburse the increases in Cost of Living Allowance / Wages Contractor shall anticipate such hike, and quote in the tender.
- 5) The tender evaluation is done based upon the lowest cost to B.H.E.L.

**Signature of contractor(s)**

**Sr. DGM/PPC/JC/F&P**