



BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR

TENDER DOCUMENT

No.: TE-FP-13-W-24

Date: 29.05.2013

CONTENTS

Sr. No.	Description	Page Nos.
1	NOTICE INVITING TENDER	2
2	QUALIFYING REQUIREMENTS	3
3	SCOPE OF WORK	4-5
4	TENDER TERMS & CONDITIONS	6-12
5	CONTRACTOR'S OBLIGATIONS	13-14
6	TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT	15-17
7	PROFORMA FOR SUBMITTING TECHNICAL BID	18-19
8	PRICE BID FORMAT	20
9	DECLARATION SHEET	Annexure-A (21)
10	CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION	Annexure-B (22)



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

NOTICE INVITING TENDER

No.: TE-FP-13-W-024

Date: 29.05.2013

BHEL-Fabrication Plant, Jagdishpur invites sealed bid in two part bid system (Part I: Techno-Commercial Bid; Part II: Price Bid) for following work from experienced and financially sound bidder who fulfill the qualifying criteria contained in the enclosed tender document:

1. **Description of work:** Works Contract for Fabrication, assembly and painting works of Ducts at Fabrication Plant, Jagdishpur.
2. **Quantum of Work:** Approx. 1708700 Kgs.
3. **Duration of Contract:** Nine Months from the date of award of work or completion of works whichever is earlier.
4. **Cost of tender Document:** ₹ 2,000/- Only.
5. **EMD Amount:** ₹ 2,00,000/- Only.
6. **Due Date and Time for Submission of Bid:** 19.06.2013 (2:30 PM)
7. **Due Date and Time for Opening of Techno-Commercial Bid:** 19.06.2013 (3:00 PM)
8. **Distribution of Work:** Order may be split on two contractors in the ratio of 60:40. In case L2/L3/L4/L5 and higher bidders do not accept the L1 rate then order for balance 40% quantity may also be placed on L1 bidder.
9. **BHEL** reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
10. **BHEL** can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
11. **Address for submission and opening of Tender:**
Tender Box- Administrative Building
Centralised Stamping Unit & Fabrication Plant
Jagdishpur Industrial Area,
Distt. Amethi- 227817 (U.P.) INDIA

Note:

1. The contractors may personally visit the work place to understand the scope of work before submitting their bids.
2. For relevant details please visit our website "www.bhel.com". All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

QUALIFYING REQUIREMENTS

Sl. No.	Description of Qualifying requirement	Documentary Proof enclosed
1.	Contractor should have PF number.	Yes/No
2	Contractor should have independent ESI Code number.	Yes/No
3.	Contractor should have PAN / TAN number.	Yes/No
4.	Contractor should have Service Tax number (PAN based).	Yes/No
5.	Self Certificate / Declaration that the bidder is not blacklisted / under hold / banned or delisted by any unit / region / office of BHEL on the date of tender.	Yes/No
6.	Self Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.	Yes/No
7.	Contractor should have executed structural fabrication work of minimum 300 MT in last 3 year. Copy of orders and performance report/Completion Certificate issued by customer for successful execution of the order is to be submitted along with technical offer.	Yes/No
8.	Contractor should have minimum 05 nos. qualified welders for ASME section IX / AWS D 1.1 (Certificates to be enclosed).	Yes/No
9.	Contractor should have minimum 05 nos. qualified ITI Holder fitters (Certificates to be enclosed).	Yes/No
10.	Tender Cost to be submitted as specified in NIT	Yes/No
11.	EMD amount as specified in NIT	Yes/No

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

SCOPE OF WORK

1. The contractor shall be responsible for "Fabrication, assembly and painting works of Ducts at Fabrication Plant, Jagdishpur" as per drawings provided by BHEL as follows:
 - I. BHEL will provide main assembly drawing of ducts. Vendor shall study the main assembly drawing and prepare sub assembly drawing, DU drawings and cutting plan, as required.
 - II. Marking and cutting of material
 - III. Preparation of material as per drawing.
 - IV. Assembly of components for making DU's.
 - V. Final duct assembly and match marking
 - VI. Cleaning, Surface preparation, painting and stenciling as per drawing.

The sample drawings are required for study can be collected from BHEL for reference before submission of quotation.

2. Raw material, electricity, consumables like electrodes, grinding wheels, gases available with BHEL shall be provided by BHEL free of cost. Contractor shall maintain records of the material and consumables issued by BHEL.
3. Suitable machines / equipments such as welding machines, grinding machines, Small portable drilling machines and their drill bits, PUG cutting machines, Gas cutting torches along with all their accessories and other tools and tackles required for execution of job shall be arranged by Contractor. Number of machine, Make, Model and Year of manufacturing of machine to be provided by bidder in technical bid.
4. All the nut, bolts, washers required for assembly of ducts shall be arranged by contractor.
5. All the Machinery and consumables required for surface preparation and painting shall be arranged by Contractor. Test Certificate of purchased paint shall be provided to BHEL. The Surface of the ducting shall be prepared by Power Tool Cleaning (SSPC-SP3). The painting of ducting will be carried out in the following way with the details as mentioned:

Sr. No.	Parts	Coat	Paint Description	Make	No. of coats	How applied	Shade	Over coating interval hrs.	Dry paint film thickness (Micron)
1	All Components (inside & Outside)	Primer	Red oxide Zinc Phosphate Primer (Alkyd Base) to IS 12744 as per corporate standard AA56101	Asian/ Berger/ Shalimar/ Kansai Nerolac/ Akzo Nobel/ Jonshon & Nicolshon	2	Spray	Red Oxide	12	Total DFT 30 µm per coat i.e. Total min. DFT 60 µm



BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

6. The job shall be executed in Open areas and all the material handling facilities like Hydra, mobile equipments etc. shall be arranged by contractor. All the material handling of components/assembly shall be in contractor's scope.
7. In contingency, in order to meet the job requirement, any additional resources if required shall be arranged by the contractor at their cost.
8. Inspection at various stages shall be done by BHEL - QC and proper record by Contractor shall be maintained. Inspection / clearance of final duct assembly by BHEL QC shall be Contractor's responsibility.
9. Contractor may be required to work in 3 - Shifts. Contractor shall appoint supervisors for all Shifts for co-ordination with BHEL. Contractor to arrange adequate work force of experienced welders and fitters who should have good knowledge of reading BHEL Drawings and execute the job as per requirement of BHEL.
10. Contractor shall complete at least 150-200 MT of ducts per month.
11. Contractor shall start the work within 7 days from date of award of contract.
12. The work shall be measured in terms of weight (Kilogram) for complete assembly of ducts cleared by BHEL- QC.
13. The payment shall be made after fabrication of complete assembly as per above scope of work & duly cleared by BHEL-QC.
14. Contractor should not subcontract the work to other contractor in any condition.
15. In the event of contractor abandoning the work or delay in execution of work or denial to do the work, BHEL reserves the right, to get the unfinished work completed at contractor's risk and cost.



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

TENDER TERMS AND CONDITIONS

1.0 DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at CSU & FP-Jagdishpur or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.

Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.

- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2.0 OFFICIAL SECRET ACT:

The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

3.0 MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

4.0 SECURITIES:

4.1 EARNEST MONEY DEPOSIT:

- 4.1.1 Offer should be accompanied with Earnest Money as specified in NIT through in the form of Demand Draft. DD shall be drawn in favour of "Bharat Heavy Electricals Limited" payable at IA Jagdishpur. The Earnest money deposit shall not carry any interest & shall be returned, after the award of the contract to the successful bidder.
- 4.1.2 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- 4.1.3 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- 4.1.4 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
 - Fails to communicate unqualified acceptance of Letter of Intent with in one week from the date of issue of letter of intent.
 - Fails to submit 50% of the total security deposit before start of work.
 - Fails to submit the work as may be indicated in the Letter of Intent.

4.2 SECURITY DEPOSIT:

- 4.2.1 Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit after adjusting the amount of Earnest Money duly deposited with the tender, within the time specified in the letter of intent for satisfactory completion of work.
- 4.2.2 The total amount of Security Deposit shall be as follows:
- In the of work costing upto Rs.10 Lakh: 10%
 - Above Rs.10 lakhs upto Rs. 50 Lakhs: 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
 - Above Rs.50 lakhs: Rs.4 Lakhs+5% of the amount exceeding Rs.50 Lakhs.
- 4.2.3 The full or 50 % Security Deposit calculated as above shall be deposited with in one week from the date of issue of letter of intent but before the start of work in any of the following forms:
- Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at SBI, IGFC Jagdishpur.
 - Bank Guarantee in the prescribed Performa of BHEL. Bank Guarantee from any one of the consortium banks of BHEL. Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the letter of intent plus 2 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period. All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account.



BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

- 4.2.3 If vendor has submitted 50 % of SD, Balance shall be recovered from running @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit made up.
- 4.2.4 If the value of the work done at any time exceeds the accepted Contract Value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.
- 4.2.5 If the contractor fully performs and complete the works in all respect to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor/ released prior to passing of final bill.

5.0 OFFER SUBMISSION IN RESPONSE TO INVITATION:

- 5.1. The bid is invited in two part viz. Part I: Techno commercial Bid; Part II: Price Bid.
- 5.1.1. Part I: Techno commercial Bid: Techno commercial bid should contain documents in the same order as listed below:
- I. Duly filled technical bid in the format for submission of technical bid along with all supporting documents asked.
 - II. Tender Cost in the form of DD.
 - III. EMD as specified in NIT.
 - IV. Declaration as per annexure-A.
 - V. Certificate of Declaration Confirming the knowledge of Site Condition as per annexure-B.
 - VI. Qualifying requirements given in tender document along with all supporting documents asked.
 - VII. An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.
- 5.1.2 Part II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered.
- 5.1.3. Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as Techno commercial Bid or Price Bid as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information:
- a. Tender Enquiry No. & Title of Work
 - b. Bid Opening date & time
 - c. Address/Venue of Bid Submission
 - d. Bidder's Name & Address
- 5.1.4. All papers/documents should be signed and rubber stamped by the bidder.



BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

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- 5.2 The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
 - 5.3 All entries in the tender shall either be typed or be written in ink. The offer shall be signed by a person who has requisite authority from the Bidder to do so. A copy of such authority (Power of Attorney attested by Notary) shall be enclosed with the offer.
 - 5.4 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.
 - 5.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
 - 5.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those bidders or their authorized representative who may like to be present.
 - 5.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
 - 5.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
 - 5.9 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
 - 5.10 All entries in the tender shall either be typed or be written in ink.
 - 5.11 Only bidders who have previous experience in the work of the nature & description detailed in this tender specification are expected to quote for this work. Offer from bidder who does not have a proven and established experience in the field is not likely to be considered.
 - 5.12 The offer shall be kept open for acceptance for a period of three months from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
 - 5.13 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
 - 5.14 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.



BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

- 5.15 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 5.16 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.

6.0 EVALUATION OF OFFERS

- 6.1 Technical cum commercial Bid shall be opened first on due date specified in NIT.
- 6.2 Price bid shall be opened only of Technical cum commercial qualified bidder.
- 6.3 The bidder shall submit complete price of the package.
- 6.4 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 6.5 Based on evaluation of the bids, the successful bidder shall be awarded the contract for the complete package.
- 6.6 The BHEL reserves its right to negotiate with the Bidder and/ or go for reverse auction.

7.0 LETTER OF INTENT (LOI)

- 7.1 The BHEL shall issue a Letter of Intent for award of work to the successful Bidder as soon as his Bid has been accepted giving brief details of the work and other terms & conditions.
- 7.2 Detailed Work Order will be issued by the BHEL normally within 2 to 4 weeks from the date of award of work (Letter of Intent).
- 7.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only.

7.0 CONTRACT AGREEMENT

- 7.1 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

8.0 TERMS OF PAYMENT:

- 8.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) **on Monthly basis**, duly verified by concerned engineer. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative.
- 8.2 All payments shall be released through electronic-pay mode only.
- 8.3 BHEL shall be releasing payments against this work order after deduction of income tax at source as per requirement of income tax rules and BHEL will issue appropriate certificates in this regard.
- 8.4 Service tax, if applicable, shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate.
- 8.5 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 8.6 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

9.0 PENALTY :

For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week for unexecuted portion of work subject to maximum 10% of contract value.

10.0 SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.

11.0 FORCE MAJEURE:

Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or BHEL has no control.

12.0 ARBITRATION:

The BHEL and Contractor shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the BHEL, one appointed by the Contractor and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Sultanpur Courts only.

13.0 RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

14.0 REVERSE AUCTION:

14.1 BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.

14.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.



BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

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- 14.3 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.
 - 14.4 BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
 - 14.5 Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
 - 14.6 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.
 - 14.7 BHEL will provide the calculation sheet which will help the Vendors to arrive at "Total Cost to BHEL" for each of the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
 - 14.8 Reverse auction will be conducted on a scheduled date & time.
 - 14.9 At the end of Reverse Auction event, the lowest bid value will be known on the network.
 - 14.10 The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
 - 14.11 Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.

In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

Towards selection, control and supervision of employees

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. Contractor shall give undertaking for providing skilled & un skilled manpower as per requirement of BHEL during execution of contract.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor shall ensure Group Insurance Policy for his workers. The coverage shall be of minimum Rs 3 Lakhs per individual.
- f) 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 written permission.
- g) 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 act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- h) The contractor has to provide to his workers uniform (lower- dark blue & upper- light blue) along with badges bearing logo of his establishment, which shall be affixed by the contract labour on the left side of his pocket.
- i) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- j) In the event of termination 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 required.

B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.



BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

- b) Contractor shall provide shoe, helmet, gloves, personal protective equipment & maintain the same at his own cost which may be required.
 - c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipments inside factory.
- C) Towards statutory liability
- a) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 - b) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
 - c) Contractor to obtain license under the provisions of CL(R&A) Act.
- D) Towards Finance
- Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per price bid only.



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT

1.0 LABOUR LICENCE AND OTHER REQUIREMENTS

- 1.1. Contractor should possess Labour licence in case of contractors working in BHEL, FP Jagdishpur and deploying 20 or more labours on any day, from the Appropriate Government (State/Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.2. Labour licence and other requirement in case of contractors NOT working in BHEL, FP Jagdishpur or has less than 20 workers on his rolls.
 - A) The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.
 - B) After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour Licence from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as PROVISIONAL.

2.0 ENTRY IN FACTORY PREMISES

- 2.1. The contractor shall submit the following for entry of their workers in factory premises:
 - a. The details of the worker proposed to be deployed.
 - b. Police Verification Certificate by appropriate authority.

3.0 STATUTORY COMPLANCES

- 3.1. Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract operating division or representative of HR.
- 3.2. The payment of wages to the workers shall not be subject to payment against the bills by BHEL.
- 3.3. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
- 3.4. Contractor should make remittances towards PF, ESI as per applicable rules, bonus and other allowances as applicable.
- 3.5. The responsibility of fulfilling liabilities under various labor laws such as workmen's compensation Act, industrial disputes Act, minimum wages Act, Payment of bonus act, factories act. & contract labor act etc, of the contractor.
- 3.6. The contractor should make necessary arrangement of welfare and health of contract labor at his own cost.

4.0 INDEMNITY:

The Contractor will have to indemnify BHEL against:

- a. All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
- b. Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
- c. All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.



BHARAT HEAVY ELECTRICALS LIMITED FABRICATION PLANT, JAGDISHPUR

- d. The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e. The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f. The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

5.0 RECORDS TO BE MAINTAINED

- 5.1 Firm shall maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise:
- I. Measure of work (or attendance) for which worker is entitled for wages.
 - II. Wages paid,
 - III. PF and ESI deduction from each worker,
 - IV. PF and ESI contribution by firm,
 - V. Whether monthly wages slip received,
 - VI. Signature of worker.

One copy of wages record shall be furnished every month, for inspection purpose, of various labour authorities. Firm shall preserve all such wages records and other records, up to as specified by Labour laws and at least up to the security deposit clearance.

- 5.2 The contractor should produce the records i.e. labor license, proof of payment of wages, P.F., ESIC etc as and when demanded by the BHEL Authorities. Firm shall furnish the following certificates duly applicable for the working year, monthly or yearly, as applicable.
- I. Returns & inspection certificates of PF and ESI.
 - II. Monthly challans of PF and ESI.
 - III. Annual statement for availed/paid leaves,
 - IV. Bonus paid (Form-C & D)
 - V. Service Tax challans

6.0 DISCIPLINE

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the service contract. In case of any loss to the BHEL FP Jagdishpur on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his **18 years** of age and person who has attained **60 years** of age.



BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION PLANT, JAGDISHPUR

7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

7.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said Rules should be maintained by the contractor.

8.0 SAFETY OF OPERATION

The total safety of operation is Contractor's responsibility. Contractor should provide the following as per requirement, as applicable to each workman and any additional PPEs as required in executing the contract.

- i) Two pair of dresses in the beginning of the contract.
- ii) One safety helmet per annum.
- iii) One pair of shoe per annum along with two pairs of socks.
- iv) Safety goggles 4 nos. per annum (U.V Protective glasses).
- v) Safety goggles for Grinders (Min. 6 No's per annum).
- vi) One face shield (FULL) (Min.2 No's per annum).
- vii) Two pairs of hand gloves (leather) per month.
- viii) Cora cloth 1/2 Mt. per month.
- ix) One soap per month.
- x) Safety belts to operator (while grinding large shells)
- xi) Ear Plugs & Dust masks (Min.12 No's per annum).
- xii) Any other relevant safety Personnel Protective Equipments.

Each PPE items should follow BHEL Safety Engineering Standards.

9.0 SUPERVISION OF CONTRACTOR LABOUR:

The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility.

10.0 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:

In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.

11.0 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."



BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR

PROFORMA FOR SUBMITTING TECHNICAL BID

1. Name of the firm : _____
2. Address and Contact Numbers : _____
3. Registration Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
4. Labour Licence Number : _____
Copy of the Licence : Enclosed / Not Enclosed
5. PF Code Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
6. ESI Code Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
7. (1) PAN/TAN Number : _____
(2) Income Tax return last 3 yrs. : Enclosed / Not Enclosed
8. Service Tax Number (PAN Based) : _____
9. No. of Workers including Supervisors : _____
on the rolls of the firm.
12. Earnest Money Deposit : Rs. -----
a) D.D. Number & Date : -----Date-----
b) Drawn on (Bank)/EFT NO. : -----
13. Any other relevant information : -----
14. Tender Cost : Rs. -----



BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR

D.D.No./)/EFT NO : -----

15. Validity of offer : 90 days from the date of tender Opening.
16. Blank Price bid : Enclosed / Not Enclosed
(Price bid format without prices)
17. Documents against Qualifying Requirements: Enclosed / Not Enclosed

I / We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Date:

Signature with Name
& Office Seal

NOTE: TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.



BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR

PRICE BID FORMAT

- a. Name of the firm :
- b. Name of the proprietor/partners :
- c. Address and contact nos :
- d. Price offer on work measurement basis:

Sl. No	Work Description	Unit of Measurement	Quantum of work	Rate quoted Rs. Per Kg	Total value (E=C*D)
	A	B	C	D	E
1	Works Contract for Fabrication, assembly and painting works of ducts at Fabrication Plant, Jagdishpur as per scope of work.	Kg	1708700		
Quoted Service Tax, If any					

Note:

1. Rates to be quoted in figures and words by the Contractor. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
2. The rate quoted should be kept firm during the execution of contract. No increase in rate of DA / Wages hike shall be reimbursed to the Contractor. Contract shall anticipate such hike and quote in the tender.
3. Rate quoted above shall be inclusive of minimum wages as per govt. rules, statutory requirements like PF & ESI, Uniform, shoes, PPEs, leaves/holiday wages, bonus, machinery charges, Consumable cost, supervision charges and all other charges exclusive of service tax. Service tax, if applicable shall be paid extra at actual.

Date:

Signature with Name
& Office Seal



**BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR**

ANNEXURE A

DECLARATION SHEET

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

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

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

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)



BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR

ANNEXURE B

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

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

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)