

INDEX

TENDER REF:AQCS:FMS:TEND:41 DT 01.10.2013
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SL NO	DESCRIPTION	PAGE NO
1	NOTICE FOR INVITING TENDER	2
2	QUESTIONNAIRE - ANNEXURE-A	3-4
3	QUALIFICATION REQUIREMENTS	5
4	SOLVENCY CERTIFICATE	6
5	GENERAL INSTRUCTIONS TO TENDERERS	7-16
6	SPECIAL INSTRUCTION TO TENDERERS	17-18
7	SPECIAL CONDITIONS-A	19
8	SAFETY PRECAUTION-B	20
9	SPECIAL CONDITIONS-C	21-22
10	STATUATORY REQUIREMENTS-D	23
11	REVERSE AUCTION FORMS	24-28
12	PRICE BID	29-34
13	ACCEPTANCE OF EFT FORMAT	35
14	MINIMUM WAGE CIRCULAR	36
15	PHOTO IDENTITY FORMAT	37
16	WAGE SLIP	38
17	TYPICAL LAYOUT	39
18	GENERAL CONDITION OF CONTRACTOR BOOKLET	57 PAGES



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Ranipet – 632 406 Tamil Nadu

**AIR QUALITY
CONTROL SYSTEMS**
(FLOW MODEL LAB)

Tel : (04172) 284504 & 284586
Fax : (04172) 241176
E-mail: mravi@bhelrpt.co.in

Registered Post with Ack.Due

NOTICE FOR INVITING TENDER	
Tender Notice No.	AQCS: FMS: TEND: 41 DT 01.10.2013
Name of Work	Making of Physical Electrostatic Precipitator Flow Model (by Carpenter) using Acrylic sheet.
Scope	<p>Material supply, Fabrication, Erection, Testing, Report preparation and dismantling of ESP flow model with supply of required materials for following projects</p> <ul style="list-style-type: none"> • IB Valley 2x210 MW-R&M • Vindychal 6x210 MW-R&M • Talcher 2x110 MW –R&M • Korba 3x200 MW • Yeramarus 2x800 MW • Bellary 1x700 MW <p>At BHEL /AQCS Flow model lab, Ranipet 632406.</p>
Period of Contract	One year
Earnest Money Deposit	Rs 1,50,000/- (Rupees One Lakh fifty thousand only)
Last Date & Time for receipt of Completed Tender	22.10.2013; 14.00 Hrs.
Date ,Time Place of tender opening:	22.10.2013; 15.00 Hrs at our AQCS Flow Model Lab/ BHEL Ranipet.
<p>Tender documents can be downloaded from BHEL website www.bhel.com and also from Govt website www.tender.gov.in and www.eprocure.gov.in. Tender documents can also be had from the office of the SDGM/AQCS BHEL, Ranipet and It will not be responsible for any loss/delay of documents sent by post. Any corrigendum will be published only in BHEL website.</p> <p>This document contains (1) Annexure- A, (2) Qualification requirements, (3) General Instruction to Tenders -28 pages including (i) Special instruction to tenderer (scope of supply), (ii) Special conditions - A, (iii) Safety precautions - B, (iv) Special conditions - C, (v) Statutory requirements - D, Business Rules for Reverse Auction, (Annexure-1. Annexure-II & Annexure-F), (4) Price Bid (6 Pages)</p> <p>(5) Acceptance for Electronic Fund Transfer format, (6) Minimum wage act- revision of minimum wage (circular Dt. 27.04.2013), (7) photo identity format, (8) Wage Slip, (9) Typical layout. (10) General Condition of Contractor – (57 pages) .</p>	
The tender shall be addressed to: SDGM/AQCS, BAP, BHEL, Ranipet – 632 406.	

Issued to:

ISSUING OFFICER

SIGNATURE & SEAL OF THE TENDERER

Page no 2 of 39

Annexure- A

Questionnaire should be answered by the tenderer by ticking the suitable boxes. Non filling up and Non-signing liable for rejection at the discretion of the BHEL.

Sl No	Description	Yes	No
01	Whether the tender has understood the scope of work and agrees to deploy manpower as indicated in the tender.(If there is any clarification required, the same may be got cleared from the Executive-in-charge, before submitting the offer)		
02	Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If there is any deviation , the same may be mentioned in the separate sheet)		
03	Whether the tenderer has their own code for ESI&PF. Copy of the certificate is enclosed.		
04	Whether the tenderer has enclosed copy of the present Service /Sales/Works Contract / Sales tax registration certificates. If a vendor is exempted from the registration under Service /Sales Tax, the reason there of be stated.		
05	Whether the Vendor/Contractor is availing Service Tax credit / it for their inputs.		
06	Whether the vendor will submit VAT/Service Tax invoice as per the existing ACT and the rules their under.		
07	Whether the tenderer agrees to pay Wages as per Minimum wages Act, EL Wages, Holiday Wages as per Tamil Nadu Factory rules.(Necessary proof should be submitted while claiming running bill and final bill)		
08	Whether the PAN Number of the vendor is furnished. If exempted from IT, the exemption certificate shall be enclosed.		
09	Whether the tenderer agrees to keep the validity of their offer for three months from the date of opening the bid.		
10	Whether the tenderer has agrees for the BHEL payment terms.		
11	Whether the tenderer has agreed to submit EMD along with the technical bid. (If not enclosed, the tender offer will not be considered.)		
12	Whether the tenderer has agreed to submit Security Deposit before start of the work.		
13	Whether the tenderer has enclosed the list of their client with Addresses & Contact persons.		
14	Whether the tenderer has enclosed the certificates/evidence of Government / Reputed organization for the similar work done.		
15	Whether the tenderer has enclosed the list of similar works carried out with supporting documents.		

16	Whether the includability /excludability of the taxes and duties in the rates offered has been clearly indicated. If the same is not done, BHEL WILL CHOOSE TO ASSUME THE RATES ARE INCLUSIVE ONLY.		
17	All payments will be made through e-payment only for which required certificate to be submitted along with tender as per the enclosed format.		
18	Whether the tenderer has enclosed the list of technical, personnel , their qualification & experience who will be deployed for this work.		
19	Whether the tenderer has indicated the address of their local office in Ranipet along with Phone no & Fax.no		
20	Whether the tenderer has enclosed the certificates to establish that the tenderer is an independent contractor working on his own.		
21	Whether the tenderer has agreed, for the duration period of completion.		
22	Whether the tenderer has agreed for the compensation of delay as specified in clause 43 of General conditions of Contract.		

Note: If any of the question is not applicable, please mention as "N.A"

QUALIFICATION NORMS

NAME OF THE WORK: Material supply, fabrication, erection, testing, report preparation and Dismantling of ESP Physical Flow model at our AQCS Flow model lab.

CONTRACTOR MUST FILL UP ADEQUATE DETAILS IN THIS FORM

SL No	DESCRIPTION OF NORMS	QUALIFICATION STATUS (to fill up)	REMARKS
1	i) Average Annual Financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs 18 Lakhs.		
	ii) Experience of having successfully completed similar works during last 7 years ending day of March 2013 should be either of the following		
	a) Three similar completed works costing not less than the amount equal to Rs 24 Lakhs.		
	or		
	b) Two similar completed works costing not less than the amount equal to Rs 30 Lakhs.		
	or		
	c) One similar completed work costing not less than the amount equal to Rs 48 Lakhs.		
	iii) Solvency certificate not less than the amount equal to 5 Lakhs in the prescribed Performa in a cover		
2	Should Posses PF Account with the code number allotted to them by PF authorities.		

Note:

1	Similar works means experienced in fabrication (sheet metal/structural work/equipment modeling /proto type fabrication) using metals/acrylic sheets and assembly work.
2	The contractor should meet the above qualification norms for acceptance as Registered Contractor. In case of deficient application and not made good within the dead line. Vendor Registration is deferred and will not be considered for any immediate tender, however for future enlistment the same may be considered subject to meeting the qualification requirement. BHEL decision is final.
3	All the payments will be made through EFT (Electronic Fund Transfer) mode only.
4	Following document proof to be submitted by the bidder for meeting qualification criteria: a. Proof of Turnover as above. i.e., Balance sheet and profit/Loss account for the last three years ending 31/3/2013, certified by a chartered Accountant. b. Proof of experience capability. i.e., Performance certificate along with Order copy (Self Attested). c. Solvency certificate issued by competent authority. Also the following documents are to be submitted: i. Service Tax Registration certificate with registration number ii. VAT Registration certificate with registration number, iii. PF own code number allotment letter, iv. ESI number, v. PAN copy ,vi. Partner ship deed copy.
Incase a Partner or a member having partnership or membership in more than one firm, offer from one firm only will be considered and offer from other firm will not be considered.	

FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s Srihaving marginally noted address , a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....). This certificate issued without any guarantee or responsibility on the bank or any of the officers.

Signature for the Bank

Date:

Note: In case of partnership firm, certificate to include names of all partners as recorded with the bank.

GENERAL INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the work mentioned in scope (NIT) are invited in **TWO-PART BID** from Contractors experienced in fabrication (sheet metal work/ structural work/equipment modeling /proto type fabrication) using metals/acrylic sheets.
Tenderers are requested to submit their offers in a sealed cover, consisting of three inner sealed covers (**1.EMD cover, 2. Technical Bid cover & 3. Price Bid cover**) super scribing the name of the work, Tender no, Due date of opening etc.. shall be clearly mentioned on the cover and should be addressed to
SDGM/AQCS Department
Bharat Heavy Electricals Limited
RANIPET – 632 406
2. Tenders will be received up to **14.00 Hrs.** on **22.10.2013** in the prescribed form and will be opened on **22.10.2013** at **15.00 Hrs.** at AQCS Flow Model Lab / BHEL, Ranipet, in the presence of such of those tenderers or their agents (with authorization letter) who may choose to attend. In case, tender opening day falls on Holiday or happened to be declared as Holiday, the receipt and opening of tender shall automatically falls on next working day.
3. Supply of acrylic sheet and other materials mentioned in price bid format is in vendor scope as per tender. The vendor has to supply experienced / qualified carpenter and fitters.
4. The model to be fabricated using acrylic sheets shall be as per BHEL specification and instructions.
5. All entries in the tender documents should be in one ink. Erasures and over-writing are not permitted. All cancellations and insertions should be duly signed by the tenderers concerned.
6. Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and seal each and every page of the tender document including the drawings/annexures attached thereto before submitting the tender.
7. Conditional and un-witnessed tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable for rejection.
8. Tenders not submitted in the prescribed forms are liable for rejection.
9. a) If in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected ; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (9) and (10) above.

- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
10. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with actual working and other prevalent conditions, position of materials and labor. General instructions to tenderers, typical drawing, specifications and other documents also form part of the agreement to be entered into.
 11. The rates quoted in the tender shall remain valid for a period of **THREE MONTHS** from the date of opening of the tender. Once order is finalized, the rate shall be valid for one year and additional works if any & if decided by BHEL, shall be carried out at the same agreed rates
 12. **Evaluation of Bid prices would be ranked project wise in ascending order as L1, L2, L3 and so on, with L1 being the Lowest Bid Price.**
 13. **Award of work:**
 - a. **The work will be awarded to the party who is the lowest bidder (evaluated L1) for each individual project.**
 - b. **BHEL reserves the right to split the work to more than one party to meet their delivery requirement.**
 - c. **The ratio of splitting of the work will be 67:33 in case of two parties, 50:33:17 in case of three parties, 40:30:20:10 in case of four parties etc.**
 14. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the later case, a copy of the Power of Attorney duly attested by a Gazetted Officer must accompany the tender
 15. **In case a Partner or a member having partnership or membership in more than one firm, offer from one firm only will be considered and offer from other firms will not be considered.**
 16. Every tender must be accompanied by **Earnest Money Deposit of Rs 1,50,000 /-** (Rupees One lakh fifty thousand only) specified in the instructions to tenders.
 17. Unless the Contractor, whose tender is accepted, signs the contract and makes necessary Security Deposit specified within fourteen days from the date of the order directing him to do so, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
 18. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instruction of the Engineer/ in charge, the EMD deposited by him will be forfeited and acceptance of his tender withdrawn. If only, a part of the work included in the tender refuses to take up the work the amount of earnest money to be forfeited will be based on the value of the contract so awarded.
 19. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.

20. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work at site. Amount of each item and the totals page by page as also the grand total amount of the whole contract should also be filled in by the tenderers.
21. Rates for each item of the tender schedules should be quoted in rupees and paise only. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate before ranking.
22. Rates quoted shall **exclude Service Tax** and include all royalties, terminal taxes, octroi duties, central and provincial excise tax, sales tax and other taxes leviable under the State or Central Government Rules. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect.
23. **(a) Service Tax**
The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

(b) Section-I Works Contract involving supply of materials by Contractor.

Value of free materials supplied by BHEL as given below:

SI NO	Project	Free Issue Material	QTY	Amount	Project wise Total Amount in Rs
01	IBValley(R&M) 2x210MW	HDBD 4x375x1500	375 No's	57750.00	Rs 61270.00
		PVC Tube	220 RM	3520.00	
02	Vindyachal(R&M) 6x210MW	HDBD 4x300x1500	98 No's	15092.00	Rs 71384.00
		HDBD 4x375x1500	338 No's	52052.00	
		PVC Tubes	265 RM	4240.00	
03	Talcher(R&M) 2x110MW	HDBD4x300x1350	120 No's	18480.00	Rs 46594.00
		HDBD 4x375x1500	80 No's	12320.00	
		HDBD 4x450x1500	85 No's	13090.00	
		PVC Tube	169 RM	2704.00	
04	Korba (R&M) 3x200MW	HDBD 4x300x1500	116 No's	17864.00	Rs 47970.00
		HDBD 4x375x1500	177 No's	27258.00	
		PVC Tube	178 RM	2848.00	
05	Yeramarus 2x800MW	HDBD 4x450x1500	482 No's	74228.00	Rs78900.00
		PVC Tube	292 RM	4672.00	
06	Bellary 1x700MW	HDBD 4x450x1500	525 No's	80850.00	Rs 91973.00
		PVC Tube	318 RM	5088.00	
		6 MM Rod	355 RM	6035.00	

Bidders have to quote full Service Tax payable in the Price bid format included in the Bid document. Out of Full Service Tax amount indicated by the Bidder, 50% of the same shall be considered for evaluation of offers in the case of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons. For Other Bidders full Service Tax quoted shall be considered for evaluation.

In such cases of successful Bidder being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, 50% Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence. For others Service Tax quoted in the Price Bid will be considered for reimbursement against valid documentary evidence.

In such cases of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, Service Tax payable by BHEL as receiver of Works contract Service i.e. 50% of the Service Tax payable for Works contracts service on composition basis on quoted price and the value of Free issue materials by BHEL @ **2.472%** presently, shall be added to arrive at the total cost to BHEL for each bidder for the purpose of evaluation of Bids.

(c) Section-II: Supply of Labour Service:

Bidders have to quote full Service Tax payable in the Price bid format included in the Bid document. Out of Full Service Tax amount indicated by the Bidder, 25% of the same shall be considered for evaluation of offers in the case of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons. For Other Bidders full Service Tax quoted shall be considered for evaluation.

In such cases of successful Bidder being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, 25% of the Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence. For others Service Tax quoted in the Price Bid will be considered for reimbursement against valid documentary evidence.

In such cases of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, Service Tax payable by BHEL as receiver of supply of manpower Service i.e. 75% of the Service Tax payable for the service on quoted price, by BHEL @ **9.27%** presently, shall be added to arrive at the total cost to BHEL for each bidder for the purpose of evaluation of Bids.

24. Contractor has to submit the following for reimbursement of Service Tax:

- Service Tax Registration Certificate
- Copies of Challans for deposit of Service Tax.
- A certificate from the Service Provider that tax collected from BHEL has been remitted to tax authorities.
- Original Service Tax Invoice copy

Payment will be made only after submission of above documents.

25. Bidder to indicate the applicable Service Tax in Technical bid as follows:

Type of Organization: Individual / Sole Proprietary ship firm / Partnership firm / Private Ltd Co /Limited Co/etc	Service Tax 100 %	
	Works Contract Section -I	Supply of Labour Section -II

26. Applicable Work Contract Sales Tax will be deducted from the payment made to the contractor and necessary works contract TDS certificate will be issued by BHEL. If Form 'S' submitted by the contractor issued by Commercial Tax Officer in original, deduction of works contract Sales Tax will not be made to that extent.

27. Should a tenderer find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
28. Tenders submitted by post should be sent "REGISTERED POST WITH ACK.DUE". This should be posted with due allowance for any delay in postal delivery. On no account will tenders, received after the due date and time of opening tenders, be considered.
29. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of this tender. The scheduled period of completion for this work will be **as per the Delivery schedule (project wise) enclosed. However the contract will be valid for period of 1 year from the date of award of contract** and the contractor will have to plan this work accordingly.
30. Quantities shown in the attached schedules are only approximate and liable to variation. Payment will be made on pro-rata basis based on the measurements on the finished products.

31. **EARNEST MONEY DEPOSIT**

Every tender must be accompanied by Earnest Money Deposit of **Rs.1,50,000/-** (Rupees One Lakh fifty thousand only) in the form of **Demand Draft** of any Scheduled Bank drawn in favour of Bharat Heavy Electricals Limited, Ranipet strictly payable at State Bank of India, Branch Code No.7013, BHEL Project branch M.R.Puram – 632 406.

Note: Cheques, currency notes, Money Orders or Postal Orders will not be accepted in lieu of the above.

32. **NO INTEREST SHALL BE PAYABLE BY BHEL ON EARNEST MONEY OR SECURITY DEPOSIT OR ANY MONEY DUE TO CONTRACTOR BY BHEL.**

33. Tenders received without Earnest Money in full in the form prescribed shall be summarily rejected.
34. The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit for the due fulfillment of the contract. In the case of successful tenderer, the earnest money deposit will be retained as part of the work in accordance, with Clause. 18 of the General Conditions Contract as amended up to date.
35. In the case of unsuccessful tenderers, the Earnest Money Deposit submitted by them will be refunded after award of work to successful tenderer and obtaining acceptance of work.
36. Security Deposit (Chapter –III clause 18.(18.1.1 to 18.1.5) page no's 12&13 of General Condition of Contract booklet deleted & revised below)

The rate of security Deposit will be as below.

- Up to Rs. 10 lakhs: 10 %
- Above 10 lakhs to 50 lakhs: Rs 1 lakh + 7.5 % of amount exceeding Rs. 10 lakhs.
- Above 50 lakhs: Rs 4 lakhs + 5 % of the amount exceeding Rs. 50 lakhs.

Security Deposit may also be furnished in the form of Pay Order, Demand Draft, Local Cheques of Schedule Banks, National Savings Certificate, Kisan Vikas Patras, Bank Guarantee from Schedule Banks/Financial Institutions.

The Security Deposit shall not carry any interest.

In case of small value contracts not exceeding Rs 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.

EMD amount of the successful tenderer can be converted and adjusted against the security deposit.

37. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
38. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion cancel such tender.
39. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
40. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
41. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender; Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
42. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
43. The expenses for completing and stamping the agreement shall be to the contractor's account.
44. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
45. Tenderers shall not increase their quoted rates incase Bharat Heavy Electricals Limited negotiated for reduction of rates, such negotiations shall not amount to cancellation or

Withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of twelve months from the date of opening of tender.

46. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
47. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form. If the successful tenderer fails to produce the income tax clearance certificate within the stated period, the earnest money deposit and security deposit of the tenderer may be forfeited and the contract terminated.
48. The "GENERAL INSTRUCTIONS TO TENDERERS" shall be deemed to form an integral part of contract for the work to be entered into.
49. The Contractors shall comply with the 'Minimum Wages Act 1948 – Fixation of Minimum Rates of Wages for the employment in General engineering and Fabrication Industry' and provisions of payment of Wages Act 1936 or any modification or any other law relating there to and the rules made there under from time to time.
 - a. The contractor has to pay not less than the minimum wages to all workers as stipulated by the Government of Tamil Nadu from time to time applicable for Engineering and Fabrication Industries. The current minimum wages including DA as specified by the Government of Tamil Nadu for USW is Rs 251/- and SW Rs 266/- If any change in the minimum wages is effected in the subsequent order of Government of Tamil Nadu during the period of contract, the contractor is bound to pay the revised wages as specified in the Government Order .
 - b. In addition to the above the contractor has to pay additional payment of Rs 2000/- per month for USW and Rs 2500/- per month for Diploma Holders for testing of ESP flow model projects, as stipulated by the BHEL /Ranipet. During the contract period any increase in minimum wage / BHEL insisted payment has to be paid by the contractor.
 - c. The wages shall be disbursed on or before 7th day of the succeeding month. If 7th day falls on a holiday, payment should be made on 6th day or previous working day. Advance intimation regarding payment date, time and venue shall be given to the official-in-charge. In case the contractor failed to pay the wages to the workers on or before 7th day of the next month, BHEL has the right to pay the contract workers and deduct the same from the amount payable to the contractor. The Official-in-charge shall certify at the end of the entries in the Register of wages.
 - d. There should not be any distinction in the payment of wages made between Men and Women workers engaged in work of similar nature performed by them.
 - e. As per Contract Labour (R&A) 1970 and the Factories Act 1948 & Rules 1950, the contractor shall maintain 'Time Cards' in Form 25-B and issue the same to every contract laborer employed by him.
 - f. Weekly Off and Leave with Wages: No contract laborer shall be allowed to work continuously for more than 6 days in a week.

- g. Apart from this, contractor should provide to every laborer employed by him one day of leave with full wages for every 20 days of actual work engaged by him.
 - h. The contractor shall also maintain up to date Register of Leave with wages in Form – 15 as prescribed under Rule 87 & 88 of Factories Act 1948.
 - i. If there is any statutory increase in the wages that has to be paid by the contractor.
50. The contractor should possess necessary licenses, Permanent Provident Fund A/c No., and should take Insurance for his workers and produce them before commencement of work. The contract shall insure all his materials, tools, tackles etc also third party insurance shall be taken.
- a. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).
 - b. All the contract workers shall be enrolled in ESI (Employees' State Insurance). The effective date will be first day of the latest commencement of running contract concerned. The date shall be entered in the 'Date of Appointment' column of the ESI Declaration Form. Our ESI Code No. is 51-4766/Ranipet.
 - c. The workers who are already members of ESI need not be enrolled again.
 - d. The filled ESI declaration forms shall be submitted to the Executive (HR-CLX, REX). In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
 - e. ESI contributions (1.75% employees' contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. (ESI Code No. 51-4766/R). Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number.
 - f. Along with the challan copy, the details of remittance shall be submitted to the Executive (HR-CLX, REX) in the ESI compliance form.
51. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
52. In case of any increase in wage rates on account of revision of minimum wages by Government of Tamil Nadu and any revision of rate of contribution in Provident Fund, ESI

and Bonus percentages due to statutory amendments, the contractor is bound to pay the revised amount. In case the revision of minimum wages is made by Government of Tamil Nadu with retrospective dates, the contractor is bound to pay such arrears arising out of such revision of minimum wages retrospectively, failing which BHEL as the principal employer will retain the amount from the contractor and pay to contract laborers working under him.

53. The workers' particulars such as Name, Age, Father's name, address etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
54. As per the Contract (Regulation & Abolition) Act, 1970 & Allied Rules, the contractor employing 20 or more laborers is required to obtain license from the Inspector of Labour, Vellore. This license shall be amended and/or renewed whenever there is an increase in the workman employed by him or in the event of contract being extended or renewed. The contractor shall inform the License Number so obtained to the Human Resources Department.
55. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).

a. Muster Roll	f. Register of Advance
b. Register of Wages	g. Wage slips
c. Register of Deductions	h. Register of Accidents
d. Register of Overtime	i. Register of Leave with Wages
e. Register of Fine	j. ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

56. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
57. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
58. Employment of child Labour is strictly prohibited.
59. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
60. Payment of Bonus: In respect of work done by the Labour, the contractor has to pay to his laborers as laid down by the Payment of Bonus Act – 1965.
61. The tenderer should be present if called for negotiation both technical and commercial. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

62. In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating that your regrets for not submitting your offer for this tender.
63. If need tenderers may visit the site/working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.
64. The contractor shall quote all the applicable taxes excluding Service tax in the offer and no tax (other than service tax) will be paid after the issue of the contract. Service tax shall be reimbursed at actuals by BHEL on production of relevant documents.
65. If any employee/laborer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will banned for applying for any future contract for three years.
66. The General Condition of Contract of BHEL as amended up-to-date also from part of the above tender and the contract to be entered up to. Copies of this may be had from the office of the undersigned.
67. Tenderer should be accompanied by a list of contract already held by the Contractor at the time of submission of the tender and giving the following particulars.
 - (a) The value of each contract.
 - (b) The balance of work remaining to be done on the same.
68. Erection of equipment does include testing and commissioning of equipment's.
69. Any covering letter and comments of the contractor should be submitted in duplicate along with the offer.
70. **Liquidated Damage / Penalty:**

If the contractor fails to complete the work within the period specified in the contract, BHEL Ranipet shall deduct as Liquidated Damages, as follows:

 - a) LD shall be 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10 % of the full order value.
 - b) In case of any change to the order value, the LD shall be 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.
 - c) In case of staggered delivery schedule, LD shall be 0.5 % per week of delay or part thereof subject to a maximum of 10% of the undelivered portion.
71. It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequently amendments/additions/deletions of clauses if any, and conditions pertaining to the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.
72. If any excess materials (i.e. more than required) are supplied /brought inside the factory, B.H.E.L will not make any payment for this excess materials and Contractor should take the excess materials and scrap materials back.

SPECIAL INSTRUCTIONS TO TENDERERS

Contractor's scope of supply:

- a. The successful tenderer shall arrange the following items on their own cost: Acrylic sheets, mild steel rods, Slotted angles, fasteners, Hard board, Cello tapes, PVC tubes, etc as applicable for fabrication of flow model (for details please refer Price bid)
- b. Tools for Acrylic sheet cutting (both bench and portable cutting machines), grinding etc as applicable, those required for completing the job.
- c. Buffing wheel also shall be used along with jackplane for better matching.
- d. High density sponge shall be used between flanges to achieve leak proof joints.
- e. All tools required for fabrication and erection.
- f. All consumables including fasteners, screw nails, drill bits, thread for fixing deflection plates (minimum 3 boxes per project), adhesive, sponge gaskets etc of sufficient quantity.
- g. Fabrication of model components as per the specification and typical drawing attached, at Flow model lab, BHEL Ranipet.
- h. Transportation of components from tenderers' works to Flow Model Laboratory at BHEL Ranipet.
- i. Erection of model components as per the General Arrangement drawing of the model attached, at BHEL Ranipet.
- j. Providing Unskilled / Semiskilled workers and Supervisor with Diploma required for testing (For man days, ref Price bid).
- k. Dismantling of model after model studies are completed and handing over at our Disposal stores.
- l. Attend to any defect occurring at any stage till flow model studies are completed and model is disassembled.
- m. The model fabrications and erections shall conform to the specifications in Annexure.
- n. The time lapse between receipt of fabricated components at the laboratory and start of erections could range from minimum 15 days to maximum 160 days. Care shall be taken by BHEL (space availability) to reduce this period to the extent possible.
- o. The Flow model study tests shall run for a period from a minimum of 30 days (approx) at one shift a day.
- p. The fabrication and erection of the Flow model components shall be carried out with experienced /trained personnel.

- q. Two-shift operation shall be effected depending upon the requirement (during erections and Flow model study tests). The contractor's representative shall be present on all the time.
- r. For carrying out the erection activities an experienced supervisor shall be employed by the contractor.
- s. During Fabrication, erection and testing of Flow model, a full time supervisor (technically qualified) shall be available in the working spot.
- t. Rates shall be quoted as per the enclosed format only.
- u. Power and water that required for carrying out the jobs listed in the tender will be issued to the Contractor at **FREE OF COST**.
- v. All the inward materials shall be properly entered in the register kept at Security entry point and also weigh the vehicle with materials and without materials (for acrylic sheets), then only payment will be made for inward materials. There shall not be any over writing / corrections on the Delivery Challan (DC).
- w. G.D screen sheets, issued by BHEL shall be erected as per drawing, which forms part of erection activity.
- x. BHEL reserves the right to place the order for supply of the entire quantity for all the projects on one tenderer (or) divide the projects on different tenderer. Splitting of order on project wise only. Splitting quantity of different items with in the same project is not allowed.
- y. For leak arresting in the ESP model, plaster of paris shall be used.

SPECIAL CONDITIONS – A

1. Bills should be claimed for correct entitlement. In case of any irregularity/discrepancy in the operation of contract such as claiming of incorrect / inflated quantity of the work, billing at incorrect rates etc., BHEL shall view it seriously and take appropriate action which would include recovery of excess payment and termination of contract.
2. The contractor should carryout the work identified by the authority concerned within the premises of BHEL.
3. This work shall be in force for **One Year** from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.
4. In case of any neglect or refusal on the part of the contractor to provide and have in readiness sufficient Labour for the aforesaid work or if in the opinion of Officer-in-Charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the Security Deposit or from any money due to the contractor.
5. The contractor shall either supervise the work or provide a supervisor to supervise the work of his staff. The supervisor employed by the contractor shall ensure proper out-turn of work and the discipline by the Labour to be put on the job and in general see that the works are carried out in a safe and proper manner.
6. The contractor shall withdraw his Labour only after obtaining the prior approval of the Officer-in-charge and he shall arrange to re-employ the Labour within a day from the date of intimation to him.
7. Bharat Heavy Electricals will not be responsible for the idle Labour of the contractor for whatever reasons.
8. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
9. In case of Labour strength has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
10. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
11. In case of damage or loss to any equipments or components or any other property of the Bharat Heavy Electricals Limited caused due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the damage or loss together with the overhead will be recovered from the contractor's bill. The decision of Bharat Heavy Electricals Limited regarding the cost as well as the extent of cost of damage shall be final and conclusive.
12. The lowest offered shall be decided comparing the total amount quoted by the contractors covering all activities.

SAFETY PRECAUTIONS - B

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Inflammable materials shall not be stored near places where the sparks are likely to occur.
6. The necessary safety equipments such as gloves, ear muff, helmet, dust/fume respirator, goggles etc. must be issued to the workmen and strictly to be used while carryout the work. If Personal Protection Equipments not provided by the contractor, BHEL shall provide the required PPEs on chargeable basis, depending upon the stock availability.
 - (i) Safety helmet conforming to IS-2925:1984.
 - (ii) Safety Belts conforming to IS-3521:1983.
 - (iii) Safety Shoes conforming to IS-1989:1978.
 - (iv) Eye and face protection devices conforming to IS-8520:1977 and IS-8940:1978.
 - (v) Hand and body protection devices conforming to
 - (1) IS-2573:1975 (2) IS -6994:1973 (3) IS-8807:1978 (4) IS-8519:1977.
7. If the contractor's workmen found violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor bill for each violation`.
8. The working area shall be kept clean and free from all obstructions.
9. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
10. All safety precautions are to be taken by the contractor at his cost.
11. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.
12. A list containing the name of persons who are working their age, designation, pay, nature of work is to be furnished immediately on receipt of work order in triplicate.
13. The work should be carried out in the presence of Contractor's Supervisor and prior permission should be obtained from the concerned supervisor and the section before starting the work.
14. The Contractor should arrange suitable Insurance Coverage for all his workers and his equipment.

SPECIAL CONDITIONS -C

1. The measurements for the item in SI no from 1 to 3 of Price bid will be taken on the finished product only for payment.
2. The measurements given above are only for the guidance and not limited to the figures given .The supply of materials should be of sufficient quantity to complete the modeling to the satisfaction of the site engineer-in charge.
3. Items like Field, PVC tube, Steel rod, Slotted angle, Hardboards are to be cut and finished as per relevant sketches enclosed.
4. Model - layout drawing is enclosed for reference and making the model.
5. Your rates shall be valid for one year from the date of awarding of contract. Addition of work/Projects if any shall be accommodated at the same rate.
6. BHEL may cancel any projects (or) add any projects (or) substitute with new Project(s) in place of any Project(s) already ordered, if there is any change in our Commercial / Production Plan to suit our Customer requirement.
7. BHEL may short close any projects, if contractor fail to complete the projects or if any projects cancelled by commercial department during/after execution of the projects.
8. One technical supervisor (Diploma holder) & three Semi – skilled worker shall be provided for testing for each project.
9. Also refer General terms & conditions, special conditions and other tender documents.
10. After successful completion of model tests, model to be dismantled and handed over to BHEL's stores.
11. The model should be fabricated and erected as per BHEL schedule.

DELIVERY SCHEDULE:

SI No	Project Name	BHEL's Completion period for Supply, Fabrication and Erection of Model from the date of LOI	Date of Commitment By the Bidders	Completion of testing of model from the date of clearance given by BHEL	Date of Commitment By the Bidders
01	IB Valley (R&M) 2x210MW	110 days		60 days	
02	Korba (R&M) 3x200 MW	120 days		60 days	
03	Talcher (R&M) 2x110MW	130 days		60 days	
04	Yeramarus 2x800MW	130 days		60 days	
05	Vindyachal(R&M) 6x210MW	140 days		60 days	
06	Bellary 1x700MW	160 days		75 days	

Note:

For the delayed delivery beyond the above delivery time, at the rate of 0.5% per week or part thereof subject to a maximum of 10 % of the offered value will be loaded.

12. The Acrylic sheets should be of good quality (A- grade, imported quality).If any lower grade material is found during inspection, the same will be returned for replacement.
13. If any excess materials (i.e. more than required) are supplied /brought inside the factory, B.H.E.L will not make any payment for this excess materials and Contractor should take the materials back.
14. Supply of materials should be made (progressively) at the time of exact requirement to meet the delivery schedule.
15. If dismantling is not required, the amount of dismantling charge as per quoted value by the bidder will be deducted from bill of payment.

16. Payment Terms: -

On supply of materials after Hypothecation to BHEL	80% Proportionate value of materials supplied
On Submission of completion certificate after Fabrication & Erection	20% of proportionate value of materials supplied and 90% of Fabrication and Erection Value
on completion of Report Preparation	10% of Fabrication and Erection Value
If dismantling is not required by BHEL	Agreed Dismantling charges will be reduced.
Manpower Supply for Testing activity	Proportionate payment will be made on monthly basis

17. Payment will be made monthly once based on completion of work, certified by Engineer-in-Charge thro' e – M book.
18. In report preparation, approximately 75 pages should be Xeroxed (Including 4 pages of photo to be color Xeroxed) and reports should be spiral bound.

STATUTORY REQUIREMENT - D

The Contractor shall comply with the following statutory obligations during execution of the contract:

1. Contractor shall obtain separate PF & ESI codes (Own codes). If warranted, BHEL Welfare section will facilitate the contractor in this regard.
2. Contractor shall submit the following documents every month:
 - i. P.F remittance challan along with Form 12A, 10, 5 & 2.
 - ii. P.F returns of 3A & 6A i.e., Half yearly & Annual returns.
 - iii. ESI remittance challan along with 6A.
 - iv. Attendance registers.
 - v. Wage register duly witnessed by the concerned agencies.
3. Contractor shall issue ESI permanent photo identity card to their workers.
4. Contractor shall submit the statement regarding engagement of contract labours before 04th of every month.
5. Attendance details of manpower engaged shall be given in the first week of every month.
6. Photo identity card shall be provided for contract Labour.
7. The contractor has to pay not less than the minimum wages to all workers as stipulated by the Government of Tamil Nadu from time to time applicable for Engineering and Fabrication Industries. These workers shall be paid Dearness Allowance (DA) also along with the wages as specified by the Government of Tamil Nadu. If any change in the minimum wages is effected in the subsequent order of Government of Tamil Nadu during the period of contract, the contractor is bound to pay the revised wages as specified in the Government Order.

If there is any statutory increases in the wage that should be paid by the contractor.

8. In addition to the above the contractor has to pay additional payment of Rs 2000/- per month for USW and Rs 2500/-per month for Diploma Holders for Fabrication, Erection and Testing of ESP flow model projects, as stipulated by the BHEL /Ranipet. If any change in additional payment in the subsequent order during the period of contract, the contractor is bound to pay the revised additional payment as specified by BHEL /Ranipet.
9. Payment to contract laborers (with wage slip) should be given in the presence of AQCS officials.

ISSUING OFFICER

[BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been short listed after technical bid evaluation]

BUSINESS RULES FOR REVERSE AUCTION

SCOPE:

ESP Physical Flow Model Study for IB Valley (R&M)-2x210MW, Vindychal (R&M)-6x210MW, Talcher(R&M)-2x110MW, Korba(R&M)-3x200MW, Yermarus 2x800MW & Bellary 1x700MW projects .

1. SCHEDULE FOR REVERSE AUCTION: The Reverse Auction is scheduled date, will be informed later.

Initial Auction Time: Will be informed later.

Auction Close Time: Will be informed later.

2. AUCTION EXTENSION TIME: If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.

3. BID PRICE: The Bidder has to quote the total lumpsum price (inclusive of material supply, fabrication, erection ,testing , report preparation and dismantling of ESP physical flow model and all taxes and duties) for the Items specified in *Annexure I.* & as per supplied excel working sheet.

4. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian rupees for the scope and the specifications mentioned in *Annexure- I.* & as per excel working sheet.

5. OPENING PRICE:

- a. **Initial Auction:** The bidders are required to quote the same Price as quoted in the sealed Bid. BHEL shall evaluate the quotes from Vendors and shall arrive at an Opening Price for the dynamic auction. The bidders shall confirm in writing to BHEL that their opening bid shall be same as that quoted in their final sealed price bid submitted against this tender. If it is found to be otherwise at a later date, the bidder will be disqualified from the tender
- b. **Final Auction:** There shall be an Opening Price in this type of auction. The Opening Price shall be displayed at the start of the auction. Bidders are required to quote lower than the Opening Price.

6 .BID DECREMENT: The Bid Decrement for the Final Auction shall be available to the bidders at the start of the Final auction. There shall be no Bid Decrement for the Initial Auction.

7. TECHNICAL AND COMMERCIAL TERMS: The technical & commercial terms are as per the BHEL tender for ESP physical flow model study. Vendors' technical and commercial bid and subsequent correspondences/mutual agreement between BHEL and the vendors regarding commercial terms & conditions.

8. VALIDITY OF BIDS: The Bid Price shall be firm for a period of 90 days and shall not be subjected to any change whatsoever.

9. POST AUCTION PROCEDURE: BHEL will proceed with the Lowest Bid in the Reverse Auction as per the normal procedure.

REVERSE AUCTION TERMS & CONDITIONS

- 1 **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by M/s BOB Tech Solutions. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from BOB Tech Solutions. 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 as per the rates quoted, BHEL and / or BOB Tech Solutions shall take action as appropriate. In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell.
3. **AUCTION TYPE:** Initial Auction shall be Sealed Bid Reverse, in which there is no Opening Price & the Bid Decrement. The Bidders are required to quote the same Price as quoted in the sealed bid submitted to BHEL. Final Auction shall be English (No Ties) Reverse, in which there shall be an Opening Price and the Bid Decrement. The Bidders are required to quote lower than the Opening Price based on the Bid Decrement.
4. **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
5. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
6. **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 reserves the right to finalize the contract based on reverse auction bids or the sealed price bids submitted along with offer.
 - BHEL along with BOB Tech Solutions can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or BOB Tech Solutions after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - BOB Tech Solutions shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - BOB Tech Solutions is not responsible for any damages, including damages that result from, but are not limited to negligence. BOB Tech Solutions will not be held 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 (Annexure- II) duly signed to BOB Tech Solutions. After the receipt of the Agreement Form, Log in 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 BOB Tech Solutions for further proceedings.**

ANNEXURE- I

The List of Items along with the Quantities and the Auction Start Time & Close Time is as follows:

- ITEM DESCRIPTION:** ESP Physical Flow Model Study for IB Valley (R&M)-2x210MW, Vindyachal(R&M)-6x210MW, Talcher(R&M)-2x110MW, Korba(R&M)-3x200MW, Yeramarus 2x800MW & Bellary 1x700MW projects .

Sl. No	PROJECT	QUANTITY	OPENING PRICE (Rs. / Project)	BID DECREMENT (Rs. / Project)	AUCTION TIME
1	IB Valley (R&M)-2x210MW	1 Set	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later
2	Vindyachal(R&M)-6x210MW	1 Set	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later
3	Talcher(R&M)-2x110MW	1 Set	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later
4	Korba(R&M)-3x200MW	1 Set	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later
5	Yeramarus 2x800MW	1 Set	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later
6	Bellary 1x700MW	1 Set	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later

Annexure- II
Process Compliance Form

To

M/S. BOB Tech Solutions

#4 ,100 ft Ring Road, BTM Stage-1

Phase 1 , Bangalore 560058

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction (BHEL Enq: xx/xxxx-xx) mentioned in the Business Rules document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) **We have studied** the Commercial Terms, **Excel Working Sheet** 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 conformed that **rates are valid till 90 days from Auction date.**

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 –

- Sign this document and Fax at 080 4200 1251 / 080 4900 0211079-26750009

Annexure- F**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

1. Against this enquiry for ESP Physical Flow Model Study for IB Valley-R&M (2x210MW), Vindychal-R&M (6x210MW), Talcher-R&M (2x110MW), Korba-R&M (3x200MW), Yermarus (2x800MW) & Bellary (1x700MW) projects, BHEL may resort to "REVERSE AUCTION PROCEDURE", i.e., ON LINE BIDDING ON INTERNET.
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. BHEL will inform the vendor in writing in case of reverse auction. The details of Service provider to enable them to contact & get trained.
5. Business rules like event date, time, start price, bid decrement, extensions etc. will be communicated through service provider for compliance.
6. Venders 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.
7. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL like Supply, Packing & forwarding charges, Taxes And Duties, Freights Charges, Insurance, Service Tax for Service, Erection and loading Factors (for non – compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill – in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled – in prescribed format as provided on case – to – case basis to BHEL through Service provider within 24 Hours of auctions without fail.
10. 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.
11. In case BHEL decides not to go for Reverse Auction procedure form this tender Enquiry, the price bids and impacts, if any, already submitted and available with BHEL shall be opened as per BHEL' s standard practice.
12. **BHEL reserves the right to negotiate with the L1 tenderer emerged out of Reverse Auction if the L1 amount is more than the estimated amount.**

PRICE BID**(1 of 6)**

IB Valley (R&M) 2x210MW							
	SNO	DESCRIPTION	UNIT	QTY	Rate	AMOUNT	
I	1	Acrylic Sh. 10 mm Tk.	SQM	145.00			
	2	Acrylic Sh. 6 mm Tk.	SQM	62.00			
	3	Opaque Sh. 2 mm Tk.	SQM	6.00			
	4	6mm Steel Rod	RM	257.00			
	5	Slot. Angle 40x40x2	RM	150.00			
	6	Cello Tape	NO	150.00			
	7	Fabrication	SQM	213.00			
	8	Erection	SQM	213.00			
	9	Report Preparation	SH	750.00			
	10	Dismantling	SET	1.00			
		Total				A	
		Free issue materials			B	61270.00	
		Sub Total			C=A+B		
		Service Tax %			D		
	Service Tax Amount			E=C*D			
	Total cost of item no 1-10				F = A+E		
II	11	Testing (USW)	MD	120.00			
	12	Testing (Diploma Holder)	MD	60.00			
		Total				G	
		Service Tax %			H		
		Service Tax Amount			I=G*H		
		Total cost of item no 11-12				J=G+I	
	Total cost of the Project in Rs				(F+J)		

Note: Please refer to clause no 23 (Page no 9) of General Instructions to Tenderers regarding Service Tax.

PRICE BID**(2 of 6)**

VINDYACHAL (R&M) 6x210MW							
	SNO	DESCRIPTION	UNIT	QTY	Rate	AMOUNT	
I	1	Acrylic Sh. 10 mm tk.	SQM	196.00			
	2	Acrylic Sh. 6 mm tk..	SQM	48.00			
	3	Opaque Sh. 2 mm tk.	SQM	6.00			
	4	6mm Steel Rod	RM	314.00			
	5	Slot. Angle 40x40x2	RM	200.00			
	6	Cello Tape	NO	200.00			
	7	Fabrication	SQM	241.00			
	8	Erection	SQM	241.00			
	9	Report Preparation	SH	750.00			
	10	Dismantling	SET	1.00			
		Total				A	
		Free issue materials			B	71384.00	
		Sub Total			C=A+B		
		Service Tax %			D		
	Service Tax Amount			E=C*D			
	Total cost of item no 1-10				F = A+E		
II	11	Testing (USW)	MD	120.00			
	12	Testing (Diploma Holder)	MD	60.00			
		Total				G	
		Service Tax %			H		
		Service Tax Amount			I=G*H		
		Total cost of item no 11-12				J=G+I	
	Total cost of the Project in Rs				(F+J)		

Note: Please refer to clause no 23 (Page no 9) of General Instructions to Tenderers regarding Service Tax.

PRICE BID**(3 of 6)**

TALCHER (R&M) 2x110MW							
	SNO	DESCRIPTION	UNIT	QTY	Rate	AMOUNT	
I	1	Acrylic Sh. 10 mm tk.	SQM	121.00			
	2	Acrylic Sh. 6 mm tk.	SQM	63.00			
	3	Opaque Sh. 2 mm tk.	SQM	6.00			
	4	6mm Steel Rod	RM	199.00			
	5	Slot. Angle 40x40x2	RM	200.00			
	6	Cello Tape	NO	200.00			
	7	Fabrication	SQM	190.00			
	8	Erection	SQM	190.00			
	9	Report Preparation	SH	750.00			
	10	Dismantling	SET	1.00			
		Total				A	
		Free issue materials			B	46594.00	
		Sub Total			C=A+B		
		Service Tax %			D		
	Service Tax Amount			E=C*D			
	Total cost of item no 1-10				F = A+E		
II	11	Testing (USW)	MD	120.00			
	12	Testing (Diploma Holder)	MD	60.00			
		Total				G	
		Service Tax %			H		
		Service Tax Amount			I=G*H		
		Total cost of item no 11-12				J=G+I	
	Total cost of the Project in Rs				(F+J)		

Note: Please refer to clause no 23 (Page no 9) of General Instructions to Tenderers regarding Service Tax.

PRICE BID**(4 of 6)**

KORBA (R&M) 3x200MW							
	SNO	DESCRIPTION	UNIT	QTY	Rate	AMOUNT	
I	1	Acrylic Sh. 10 mm tk .	SQM	150.00			
	2	Acrylic Sh. 6 mm tk.	SQM	55.00			
	3	Opaque Sh. 2 mm tk.	SQM	6.00			
	4	6mm Steel Rod	RM	210.00			
	5	Slot. Angle 40x40x2	RM	200.00			
	6	Cello Tape	NO	200.00			
	7	Fabrication	SQM	211.00			
	8	Erection	SQM	211.00			
	9	Report Preparation	SH	750.00			
	10	Dismantling	SET	1.00			
		Total				A	
		Free issue materials			B	47970.00	
		Sub Total			C=A+B		
		Service Tax %			D		
	Service Tax Amount			E=C*D			
	Total cost of item no 1-10				F = A+E		
II	11	Testing (USW)	MD	120.00			
	12	testing (Diploma Holder)	MD	60.00			
		Total				G	
		Service Tax %			H		
		Service Tax Amount			I=G*H		
		Total cost of item no 11-12				J=G+I	
	Total cost of the Project in Rs				(F+J)		

Note: Please refer to clause no 23 (Page no 9) of General Instructions to Tenderers regarding Service Tax.

PRICE BID**(5 of 6)**

YERAMARUS 2x800MW							
	SNO	DESCRIPTION	UNIT	QTY	Rate	AMOUNT	
I	1	Acrylic Sh. 10 mm tk.	SQM	155.00			
	2	Acrylic Sh. 6 mm tk.	SQM	82.00			
	3	Opaque Sh. 2 mm tk.	SQM	6.00			
	4	6mm Steel Rod	RM	326.00			
	5	Slot. Angle 40x40x2	RM	200.00			
	6	Cello tape	NO	200.00			
	7	Fabrication	SQM	243.00			
	8	Erection	SQM	243.00			
	9	Report Preparation	SH	1000.00			
	10	Dismantling	SET	1.00			
		Total				A	
		Free issue materials			B	78900.00	
		Sub Total			C=A+B		
		Service Tax %			D		
	Service Tax Amount			E=C*D			
	Total cost of item no 1-10				F = A+E		
II	11	Testing (USW)	MD	120.00			
	12	Testing (Diploma Holder)	MD	60.00			
		Total				G	
		Service Tax %			H		
		Service Tax Amount			I=G*H		
		Total cost of item no 11-12				J=G+I	
	Total cost of the Project in Rs				(F+J)		

Note: Please refer to clause no 23 (Page no 9) of General Instructions to Tenderers regarding Service Tax.

PRICE BID**(6 of 6)**

BELLARY 1X700MW							
	SNO	DESCRIPTION	UNIT	QTY	Rate	AMOUNT	
I	1	Acrylic Sh. 10 mm tk.	SQM	50.00			
	2	Acrylic Sh. 6 mm tk .	SQM	70.00			
	3	Opaque Sh. 2 mm tk.	SQM	6.00			
	4	Slot. Angle 40x40x2	RM	50.00			
	5	Cello Tape	NO	100.00			
	6	Fabrication	SQM	126.00			
	7	Erection	SQM	267.00			
	8	Report Preparation	SH	1500.00			
	9	Dismantling	SET	1.00			
		Total				A	
		Free issue materials			B	91973.00	
		Sub Total			C=A+B		
		Service Tax %			D		
	Service Tax Amount			E=C*D			
	Total cost of item no 1-9				F = A+E		
II	10	Testing (USW)	MD	150.00			
	11	Testing (Diploma Holder)	MD	75.00			
		Total				G	
		Service Tax %			H		
		Service Tax Amount			I=G*H		
		Total cost of item no 10-11				J=G+I	
	Total cost of the Project in Rs				(F+J)		

Note: Please refer to clause no 23 (Page no 9) of General Instructions to Tenderers regarding Service Tax.

BHEL:BAP:RANIPET – 632 406
HUMAN RESOURCE MANAGEMENT

BAP:HR:WLX

Date: 27/04/2013

To

All Contract Awarding Executives

Sub: Minimum Wage Act, 1948 – Fixation of minimum rates of wages for the employment in General Engineering & Fabrication Industry – Revision of minimum wages w.e.f. 01.04.2013 – Reg.

Consequent to the revision of minimum rates of wages for the employment in General Engineering and Fabrication Industry vide G.O.. (2D) No. 42 dated 31/10/2012 published in Tamil Nadu Government Gazette, Part-II Section-2 the Basic has been revised and as per the notification Z3/9887/2013 dated 19/03/2013 of Tamil Nadu Government issued by the Commissioner of Labour, Chennai, Dearness Allowance has been revised to contract workers. Accordingly the minimum wages payable by the contractors to their workers would be as follows with effect from 01/04/2013. Under these rates, paid weekly off should be allowed.

Sl.No.	Category	Basic		D.A.		Total wages Per day	
		Rs.	P.	Rs.	P.	Rs.	P.
01	SKILLED: Persons with trade certificates including ITI with experience of three years and above	135.00		131.00		266.00	
02	SEMI-SKILLED: All Trade certificate holders including ITI	128.00		131.00		259.00	
03	UNSKILLED: Persons doing work which do not require any training	120.00		131.00		251.00	

MONTHLY RATE OF MINIMUM WAGES (for USWs) engaged throughout the month works out to be as below:

Basic Wages Rs. 120 X 30	:	3600.00
Dearness Allowance	:	<u>3416.00</u>
		7016.00
		=====

Kindly ensure that the contractors make payment to their workers not less than the minimum wages as stated above.


27/4/13
ADDITIONAL GENERAL MANAGER / HR & IC

CC: All HR Executives
All DROs / All HOSs
Executive Director

- For kind information

CONTRACT LABOUR ID CARD	
Name of Contractor:	
Name of Contracting Agency:	
Name of the Contract Labour:	
Father's Name:	
Address:	
Sex:	
Date of Birth:	
ESI No:	Signature of Contract Labour
PF:TN:17199/L	
Blood Group:	

Contract Period :From.....To.....	
Gate Entry Permitted up to:.....	
.....	
Issuing Authority	Contractor's Signature

WAGE SLIP

Name of the Contractor	
Agreement no & Date	
Month & Year	
Contract Worker Name	
Father/Husband Name	
P.F No	
ESI No	
No of Days worked	
Minimum wage/day	
Monthly Wage	
Overtime hours worked	
Wage for over time	
Gross monthly salary	
PF Contribution	
ESI Contribution	
Net Payment	

