



**TENDER BOX IS AVAILABLE AT VENDOR COMPLEX NEAR
ADMN BUILDING FOR DROPPING FILLED TENDERS.**

BHARATHEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD – 502032
TOWNSHIP ADMINISTRATION DEPARTMENT

TELEGRAM: BHARATELEC TELEPHONE NO. 23182157 & 23183585
FAX NO. 040 – 23186134

TENDER NOTICE NO. HY/TA/OT-01/2014-15 DATED: 16.04.2014

Item No. 01

1. Name of work : Re-asphalting of Road from BHEL Main Check Post to Mahatma Gandhi Statue.
2. Earnest Money Deposit : **Rs. 1,50,000.00 or one time EMD Rs.2.00 lakhs**
3. Approximate value of work : **Rs. 82.26 lakhs**
4. Time of Completion : **2 Months**
5. Maintenance period : **2 Years**
6. Sale of Tenders : 25.04.2014
During 9.00 hrs to 14.00 hrs
(From the Office of AGM/TA) Down load from BHEL web site till the date of receipt of tenders
7. Last date of receipt of tenders : **16.05.2014 at 11.00 hrs**
8. Date and time of opening of tenders : **16.05.2014 at 13.00 hrs**
9. Cost of tender documents } : **Rs.250/-**(if down loaded from web)
10. Any corrigendum will be published in BHEL web site only.

Name & Address:

Email: _____ Fax no: _____

SIGNATURE OF TENDERER

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BHARAT HEAVY ELECTRICALS LIMITED
RAMACHNADRAPURAM : : HYDERABAD – 32.

TENDER DOCUMENTS

Name of work: - Re-asphalting of road from BHEL Main Check Post to Mahatma Gandhi Statue.

Tender Notice No: - HY/TA/OT-01/2014-15 dated 16.05.2014 Item No.01

I N D E X

1. Tendering process.
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15. Schedule –A: Schedule of rates and approximate quantities (**PRICE BID**).

ISSUING OFFICER

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TENDERING PROCESS

- A. **Tender box will be kept in Vendor Complex building which is near ADMINISTRATIVE BUILDING AREA.**
- B. Tender documents are issued in two bid system.
1. Technical bid
 2. Price bid
- C. Tender opening
The tender shall be on two part bids. Only technical bids are to be opened on date of opening of the bids. After scrutiny and acceptance of the technical bids, price bids of accepted parties only will be opened. The date of opening price bids will be intimated separately.
- D. **Tenderers are requested to take the print of the documents on both sides of paper, to save the paper, which will save the trees.**
- E. The technical bid consists of technical schedule requiring documentary proof. In case the agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.
- F. Technical and price bids must be in separate covers and super scribed as "Technical bid" and "Price Bid" separately with item Nos. clearly written on the covers. Tenders received mixed (with price and technical bids) will be rejected. Every page of the price bid document shall be signed by the tenderer at the bottom of the page.
- G. In case of tender application and tender documents down loaded from web site, the tenderer shall pay cost of tender documents and EMD for item of work, he is tendering separately by means of two separate DDs (in favour of BHEL) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical bid. DD's may be drawn for **cost of tender documents** upto last date of Receipt of tenders.
- H. **In case date of opening happens to be a holiday by any reason, tenders will be received and opened on next working day at the same hours.**

To be filled up by the bidder /Contractor

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TECHNO COMMERCIAL BID

Name of work :

Tender Notice No :

Date:

Item No. :

S.No	Description	Data to be filled by Bidder/Contractor
1	Name of the Contractor Full Address Contractor's code No Contact person Phone , Fax Mobile Nos. Email ID	: : : : : : :
2	Details of DD/Cash receipt a) D.D or Cash receipt No.s for EMD b) DD/Cash receipt No.s for cost of tender documents. (DD/C. Rs has to be enclosed along with this bid).	: :
3	Particulars of experience/credentials as detailed in notice. (Completion certificate of works to be enclosed)	: :
4	ESI No. (Copy to be enclosed) (in case not available, proof of having applied with acknowledgement from Concerned authorities).	:
5	PF CODE No. (Copy to be enclosed)	: PI read as per pre qualification criteria
6	PAN No. (Copy to be enclosed / in case not available, proof of having applied with acknowledgement from concerned authorities to be enclosed)	:
7	VAT / Tin Reg. No: (Copy to be enclosed or applied proof to be submitted before release of payment)	:

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8	Contact Person name in case conducting Reverse Auction	:
9	Mobile no:	:
10	FAX NO	:
11	E-MAIL ID	:
12	Annual financial turnover during 3 years period - Year 2013-14, 2012-13, and Year 2011-12. (supporting documents along with Saral and P&L Account Sheet are to be enclosed)	
13	Service Tax No (Copy of certificate/Proof of application to be enclosed/to be submitted before release of payment)	:
14	Registration / Reputed contractor details.	
15	National Electronic Fund Transfer (NEFT) form to be submitted if new contractor to BHEL.	

NOTE:

1. Without PAN ,VAT TIN No., and Service Tax Registration No.s contractors bills cannot be processed and payments will be held up.
2. Technical bids will be scrutinised by the Dept and in case the agency has not satisfied all the above conditions with documentary proof the bid will be rejected and their price bid will not be opened.
3. In case of a firm, the documents shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual. For partnership firms, the deed of partnership and power of attorney are to be submitted.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same. Otherwise the offer will be rejected.
5. **All the relevant columns shall be filled with proper information. The unfinished/wrongly filled/ incomplete Tender Documents (Technical Bids /Price Bids) will be rejected.**
6. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason.

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7. Any other works not mentioned but required for completion of the project are to be carried out by the contractor with mutually agreed rates and vetted by Finance.
8. **BHEL reserves the right to reduce/increase the items, quantities mentioned in the schedule. Tenderer shall not have any claim who so ever on this account.**
9. **Party shall comply all legal, statutory requirements applicable to execute the work before commencement of work.**
10. The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.
11. Tenders submitted without EMD / Cost of documents will be rejected.
12. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL web site to keep themselves updated.
13. The offers of the bidders who are on the banned list and also the offer of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website.
14. All the documents submitted by the agency are to be self-attested.

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PRE QUALIFICATION CRITERIA

Tender Notice No: HY/TA/OT- 01/2014-15 Dated: 16.04.2014

The following conditions are to be satisfied by the tenderers, with documentary proof to be enclosed with technical bid. In case the agency fails to do so it is liable for rejection.

1. Registered / Reputed contractors are eligible, to tender for all the works.
2. Experience having successfully completed similar works during last 7 years, ending previous month of this tender notice shall be one of the following.
 - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
 - OR
 - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
 - OR
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work :- All black topping Road works (or) maintenance of BT Road works (or) laying of new BT Roads only will be considered as similar works for this work.

(Copy of satisfactory completion certificate of contract of similar work shall be attached)

(If the completion certificates is from private organization the same shall be supported with TDS certificate / payment transaction details).

3. Average annual financial turnover during previous 3 financial years should be at least 30% of the estimated cost.
4. ESI code no. with proof of allotment.
5. P.F.Code no. with proof of allotment is to be submitted before commencement of work.
6. VAT No / TIN No. with proof of allotment / applied proof / to be submitted before commencement of work..
7. PAN number with proof of allotment.
8. Service Tax No. with proof of allotment / applied proof / to be submitted before payment.
9. The L1 agency should submit Labour License from the Office of the Asst.Labour Commissioner (Central) located at ATI Campus, Vidyanagar, Hyderabad 500 007 to be submitted at the time of execution of work.
10. BHEL shall have the right to reject any tender based on past unsatisfactory performance.

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11. The rates quoted for all the items of work shall be inclusive of all Taxes other than service tax and Duties levied by State / Central Government organization as well as Local authorities as applicable including works contract Vat etc. Agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Other wise the payment of the contractor will be reduced to that extent.
12. The contractor shall affix his signature & stamp at the end of each page of this tender documents (technical and price bids).
13. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender cannot be accepted.
- 14a. Service tax will be extra if applicable for this contract. Service tax if paid by the contractor with respect to this work will be reimbursed by BHEL on production of documentary evidence for having produced the service tax invoice along with the bill.
- 14b. Sales Tax is applicable for all the items other than the labour charges of the item.
14. Tenders must be submitted in sealed covers addressed to AGM/TA, BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover.
15. The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractors bills / deposits.

NOTES:-

1. Period of contract shall be as mentioned above.
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can be had through BHEL web-site <http://www.bhel.com>. Cost of document shall be paid in the shape of Demand Draft or Bankers. Cheque or Pay Order and separately enclosed to the technical bid.
4. The requisitions for tender documents shall be addressed to AGM/TA, Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's Cheque drawn in favour of 'BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD' or payment of cash in BHEL Cash Office (No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.

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5. The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective within the allotted time to avoid any mis – under standing.
6. The tender documents may also be submitted through speed post or by post to reach within the stipulated date and time.
7. **Tender bid with out EMD / Tender cost as stipulated are liable for rejection.**
8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
9. BHEL reserves the right to split the work into convenient parts and award them to different contractors.
10. The conclusion of contract will be in the form prescribed by BHEL for the purpose. A copy of the general conditions of contract applicable to the above works is available for perusal at the office of the AGM/TA If a copy of the same is required for record, the same will be issued separately at Rs.100/- per set.
11. A penalty of 0.5% of the gross value of work will be levied for every weeks delay in work subject to a maximum penalty of 10% of the gross value of work.
12. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt. The DD's against Tender Cost / EMD are to be enclosed in technical bid cover.
13. Separate Covers (ie)

Cover-A	-	for Technical Bid (sealed cover)
Cover-B	-	for Price Bid (sealed cover)
Cover-C	-	common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.
15. Tender will be finalised on lowest cost to BHEL. Tenderers should quote their tender percentage in the price bid .Estimate rate / Excess / Less to estimate rate and the quoted percentage will be applicable for all the items. **Any conditional offer is not acceptable.**
16. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

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17. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.
18. All the BHEL General Conditions of the Contract is applicable, if required that can be collected from the office of Planning Township Administration.
19. Payment terms:- Every month after claiming the bill by the contractor, as certified by Engineer-in-charge the bills will be released.
20. The agency shall carryout the Electrical works through Grade-A or Grade-B Electrical License holder.
21. L1 vendor will be evaluated on the basis of overall considered value.
22. Contractor shall provide the valid E mail id and all the communication made to that email id shall be treated as official correspondence. Offer without valid Email id will be treated as incomplete offer and will not be considered for tender evaluation.
23. Any clarifications sought from the contractors during the tender evaluation process, an email seeking clarifications and followed by two reminders through email will be sent with a response time of 2 days from the date of email and if no response is received from the contractor, it is treated as contractor does not possess required information sought and will be disqualified without any further notice. In cases where the contractor replies within the response time period of 2 days and seeks further extension of time, then BHEL reserves all its right to grant further time depending upon the reasonability of the case and all decisions taken by BHEL in this regard shall be final and binding on the contractor.
24. If any contractor is found that he had submitted fake certificate during our verification his offer shall be treated as disqualified without any further notice to contractor and suitable action as per the Guidelines for Suspension of Business Dealings with Suppliers/Contractors will be taken against the contractor.
25. Any additional documents (over those mentioned in NIT) may be sought by BHEL for clarifications in processing of the tender. The contractor has to submit all the concerned documents asked by BHEL within the stipulated time as mentioned in clause 22.
26. All the copies of certificates enclosed shall be attested by the contractor with seal.

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Special Instructions:

1. All BHEL General Conditions of the Contract shall be applicable. A copy of this available in website. This is a part of tender document but agencies need not enclose along with Technical bid.
2. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the firm rates considering the possible labour escalation also.
3. The agency should affix his signature at the end of each page of the document.
4. The rates quoted shall be finished items of work including all lifts, leads and other incidental charges mentioned in the General Conditions of the Contract, unless otherwise specified.
5. The department reserves the right to spilt and award the work to more than one agency.
6. **The contractor should follow all the safety precautions**, special conditions of safety attached at annexure I while executing the work. While working above 2.5 M from ground level prior permission has to be obtained from BHEL by the agency before proceeding with the work.
7. The contractor should engage labours who should not be less than 18 (eighteen) years age.
8. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by I R section of Human Resource Department.
9. All the materials including C R stones, bricks, sand and granite metal required for execution of civil works against items in the contract, are to be entered at CISF gates and supplied to site by contractor for using in works.
10. The tenderer should make fabrication detailed drawing along with BOM for fabricated structures. However BHEL will furnish sketches & design for the above.
11. Rates quoted shall be firm throughout the period of the contract and **no price escalation** is payable under this contract on any account.
12. The tenderer shall comply with all statutory requirement pertaining to the state or any government agencies or authorities Example, **PF, ESIC, workman's compensation & personnel accidents insurance**. The company will not be responsible for any claim made by the workers or government agencies / authorities.

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13. Time is the essence of the contract. If agency fail to complete the work within stipulated time, agency is liable to pay penalty as mentioned below.
0.50% of the gross value of work will be levied for every weeks delay by the agency subject to a maximum of 10% value of the work.
14. BHEL is an ISO 14001 & OHSAS 18001 certificate company and always strives for excellence in HSE management.
15. The samples of materials etc. should be tested in approved laboratory and reports submitted to Engineer –in charge whenever instructed and charges shall be borne by agency.
16. Agency will also ensure that qualified and experienced site staffs are available at all times during working hours in order to ensure proper supervision to maintain the quality . You should take precaution regarding the safety of labour during the execution of the work. company shall not accept responsibility for the safe keeping of your tools, tackles and materials etc., you will therefore provide and maintain at your own cost locking, watch and ward when and where necessary.
17. **Payment terms:-** After requesting by the agency running bill payment against the work executed based on the progress shall be made to the contractor after recording on measurement book by authorized BHEL representative & agreed by contractors representative and duly checked by Engineer-in-charge.
18. **Safety shoe, Uniform, masks and gloves etc.**
Uniform-2 Pairs with stitching charges, safety shoes, gum boots, gloves, masks, helmets/summer caps etc. shall be provided by the agency to each worker.

Note: If the agency fails to provide the Safety Protective Personal Equipments and Tools & Tackles as specified above, within the time specified by the Engineer – in charge the double recovery of cost will be made from the bills.

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Scope of work

Name of work:- Re-asphalting of road from BHEL Main Check Post to Mahatma Gandhi Statue.

For details scope please refer Schedule-A.

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BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

No. HY/TA/OT-01/2014-15, Date: 16.04.2014, Item No: 01

1. Sealed Tenders will be received at VENDOR COMPLEX situated at BHEL Administrative building up to 11.00 hours on **16.05.2014** for the work of **"Re-asphalting of road from BHEL Main Check Post to Mahatma Gandhi Statue."** Ramachandrapuram, Hyderabad-502 032.A.P., Tenders (Technical bid) will be opened by the Engineer (Civil), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32. on the same day at 13.15 hours in Vendor complex office. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderer's who may be present at the time. The tender should be in the form of obtainable from the Office of the AGM/TA. The Andhra Pradesh Detailed Standard specification and other documents relating to the contract such as additional specifications, proforma for Bank Guarantees, descriptive specifications sheets regarding materials etc., can be seen at any time between 09.00 A.M to 16.00 Noon in the office of the AGM/TA. Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 16.00 hours up to **15.05.2014** on payments of the prescribe sum of **Rs. 250.00 through web** per set as non-refundable.
2. Tenders must be submitted in sealed covers and should be addressed to the AGM/TA, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 32, the name of the tenderer and the name of the work being displayed on the cover. If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.
3. Each tenderer must pay as Earnest Money, a sum of **Rs. 1,50,000/- (Rupees: One Lakh fifty thousand only or One time EMD of Rs.2.00 lakhs)** and enclose with his tender the receipt endorsed accordingly. The earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.
 - a) Cash Receipt from B.H.E.L., Cash Office
 - b) Bankers cheque, Demand Draft.

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The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender. When a tender is to be accepted, the tender whose tender is under consideration, shall attend the Office of AGM/TA upon written information to him. He shall forth with upon intimation being given to him by the AGM/TA of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeiture of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if.
 - i) After opening the tender, the bidder revokes his tender within the validity period or increase his quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI/Contract.
EMD shall not carry any interest.
If only a part of the work as shown in the tender is awarded, the amount of Earnest money will be forfeited with regard to the estimated cost of the work so awarded.
5. Tenderers shall peruse carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – "A". The quantities are given with a view to enable the tenderer to quote his over all rate to each clause of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.
6. The AGM/TA reserves the right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof.
7. Tenders not submitted in proper form or in due time will be rejected.
8. The offer shall be valid for a period of 90 days from the date of opening of the tender.
- 9a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	:	10%
Above Rs. 10 lakhs	:	Rs. 1 lakh + 7.5% of the Upto Rs.50 lakhs amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	:	Rs. 4 lakhs + 5% of the Amount Exceeding Rs.50 lakhs

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If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.

9b. Security Deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act).
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post such as National savings Certificates, Kisan Vikas Patras etc.
- v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successfully tender shall be converted and adjusted against the security deposit.
- ix) Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

9c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

The Security Deposit will be released after maintenance period of 2 Years from the final date of completion.

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DIRECTIONS TO PARTIES FOR TENDERING

1. A list of materials, proposed to be supplied by the Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032, and the places where and the prices at which they are proposed to be supplied is given in Schedule-A. TENDERER MUST ACCEPT THESE MATERIALS AT THE SPECIFIED PRICES AND QUOTE FOR FINISHED WORK ACCORDINGLY. Not with standing any subsequent change in the market value for those materials the charges to the party executing the work will remain as originally entered in the Agreement. If at any time subsequent to the execution of this agreement, materials of B.H.E.L., other than those specified in the agreement are required by B.H.E.L., to be used on the work they will be charged at issue rate of BHEL. The contractor will be informed in writing of this and he should intimate in writing the rate which he demands for finished work in view of the fact that he is to use materials of B.H.E.L, and at the issue rate. No cartage or incidental charges will be borne by B.H.E.L., in connection with the supply of materials referred to in this paragraph. If at any time, B.H.E.L., supplies materials other than those specified in the agreement at the request of the contractor for use on work, they will be charged at the market value prevailing at the time of supply or issue rate plus 12 ½% whichever is greater.
2. Subsidiary items such as water for work, clearing and marking out site, hire of tools and plants should be separately entered. If such items are not so entered, it will be assumed that the rates quoted, in the schedule include provision for them also.
3. The tenderer shall examine closely, the CPWD/Andhara Pradesh Standard specifications kept in Dy.Mgr, Civil's Office and also the relevant clauses of the standard preliminary specification before submitting his tender unit rates which shall be for finished work in situ. The contractor should purchase a book of CPWD/Andhra Pradesh Standards Specifications for his references. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer.
4. Each tenderer must quote the PAN no. with proof of allotment by the Income Tax Authority. In the case of proprietary firm, it will be necessary to quote the aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
5. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries, and satisfy himself about the quality and availability of materials. The best class of materials shall be used on the work. In every case, the materials must comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications, or in this tender or as required by the Engineer-in-charge having jurisdiction for the time being over the work, herein-after called AGM/TA, shall have the due approval before the supply to site of work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of seigniorage, tools etc.,.

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6. Time shall be considered as the essence of the contract. The rate of progress as mutually agreed to is required to be maintained. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.
7. The tenderer should quote his percentage in figures and words (less/excess/estimated rate) over the estimated value in the schedule as directed in the Schedule-A. The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which are made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

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TENDER FOR THE WORK

I/We _____ do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read the CPWD/Andhra Pradesh Standard specification and the clauses of the preliminary specifications and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

Address

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely the CPWD/ Andhra Pradesh Standard Specifications and it's addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in CPWD/ Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.
3. The daily wage rate of labour applicable as on date is as follows as per Sr.DGM/HR-IRX Ref. No. HR/IR/CL/DA/01.10.13 Date : 21.10.2013.

Guidelines and statutory payments to Contract work force for submitting tenders for Civil Works as per Circular issued by BHEL.

Daily wage rate is exclusive of Holiday and Leave Wage.
Wage rates as on date i.e. 01.10.2013

U S W	:	Rs. 390.65 per day Inclusive of weekly off.
S S W	:	Rs. 427.30
S W	:	Rs. 464.42

i) Leaves and Holidays

The work force is entitled for holidays which are applicable to BHEL and 1 day leave for every 20 days of working and payment of maximum bonus 20% under payment of Bonus Act 1965.

ii) P F and E S I contributions wages

The PF & ESI @ 12% and 1.75% respectively should be contributed by the contractor on above daily wages and payment of Minimum Bonus under the Bonus Act 1965. It is once again reiterated that all the contractors shall also provide Uniform, Safety Shoes and other Personal Protective Equipments (PPEs) as required to their workforce and maintain all registers and records up to date.

The contractor's are advised to quote the rates considering the above statutory payments and also future increase in wage rate to contract work force. BHEL will not pay any escalation charges in minimum wages during the contract period.

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ANNEXURE - A**CONTRACTOR'S OBLIGATIONS****I) CONTRACTURAL:**

- a) Contractor shall deploy the minimum number of work force as specified by the department.
- 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.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate letters to his employees.
- f) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) 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.
- i) 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.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Whenever necessary, the cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

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- m) 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 including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipment's and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment's and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost mentioned in the contract to his employees for carrying out the job.

II) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursements. These records need to be preserved for a period of at 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment /delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.

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- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- L) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period 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.
- s) Contractor to obtain license under CL(R&A) Act, 1970.
- t) Contractor shall be reasonable for providing two pairs of uniform including stitching charges, shoe, one cap.

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ANNEXURE - B**GENERAL TERMS & CONDITIONS**

1. The contractor shall comply with the following general terms conditions and special instructions.
2. The contractor shall fully comply with the following enactment's:
 - a. Contractor Labour (R&A) Act, 1971.
 - b. Wage Rates not less than that notified by State Labour department from time to time.
 - c. Payment of Wages Act.
 - d. ESI Act, 1948.
 - e. EPF Act, 1952.
 - f. Workmen's Compensation Act, 1923.
 - g. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
3. The Contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate Government if he engages 20 (Twenty) or more workmen only.
4. The contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer of the company.
 - a. Form XIII - Register of workmen employed by contractor (Rule 75).
 - b. Form XIV - Employment card issued by contractor (Rule 76).
 - c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
 - d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
 - e. Form XVII - Register of wages-cum Muster Roll(in case of weekly payment).
 - f. Form XIX - Wage slip (Rule 78 (b)).
 - g. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii))
 - h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
 - i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
 - j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
 - k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1).

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

5. The contractor shall observe: (a) Weekly rest day (b) The company list of holidays.
6. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.
7. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy.General manager / Personnel.

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8. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
9. The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.
10. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
11. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
12. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
13. The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
14. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the “Contract Signing Officer” or his representative to such agent shall be held to have been given to the contractor himself.
15. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misconducts himself and such persons shall not be again employed on the works without permission of the company official.

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16. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
17. The contractor shall give all notices required by the acts regulations, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees.
18. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims thereunder.
19. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act. VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
20. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
21. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
22. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.
23. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
24. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDHRA PURAM, HYDERABAD-502032.

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25. The contractor shall ensure abidance by all the labour laws especially including contact labour (R & A) Act, payment of wages Act, workmen's compensation act, minimum wages Act ESI Act and Provident Fund Act as amended from time to time.
26. The contractor shall comply with provident Fund Act either through PF code allotted to him are by the code provided by PF Department to work Centers in the FACTORY /TOWNSHIP CIVIL OF B.H.E.L. Ramachandrapuram, Hyderabad – 502032
27. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
28. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
29. The contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
30. The contractor shall provide the required safety equipment to the labours engaged by him.
31. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
32. The contractor shall be responsible to settle any grievances of the labour deployed by him.
33. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
34. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.
35. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
36. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.

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37. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the company in writing at any time before completion of the work.
38. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
39. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
40. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
41. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials or workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
42. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
43. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
44. Contractor shall be deemed to have included in his tender price of all the plant, Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
45. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.

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46. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
47. Any electric power required for contractors machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules an regulations of Electric board / company and charges there on shall be recovered from the contractor.
48. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
49. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
50. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
51. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
52. In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
53. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
54. The company reserves the right to enter into parallel agreement with one or more contractors at their direction.
55. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
56. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indicipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.

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57. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed they shall be strictly followed.
58. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
59. The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
60. **The tenderers should be professionally qualified. It is required to engage minimum strength of staff for effective supervision of works as indicated below:**
- Civil Engineer(Diploma in Civil engineering).....1 no.**
61. BHEL shall have privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
62. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
63. In case the contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
64. The contractor shall deposit an amount as per clause 9 a,b,c of tender notice as security with BHEL. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of maintenance period subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
65. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
66. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court, Medak District, A.P.

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67. Not with standing anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason there of by giving a notice of 30 days to the contractor.
68. The contract will commence on _____ date and will remain valid for a period of **2 months**. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
69. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Ramachandrapuram, Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy courts, Medak District, A.P.

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NOTE:

1. The quantities shown in schedule are approximate and liable for variation.
2. All BHEL general conditions of the contract shall be applicable.
3. The contractor shall affix his signature at the end of each page of this tender documents and put rubber stamp wherever he signs in the Contract agreement or bills for making payment.
4. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
5. The rates quoted shall include all lifts, leads and other incidental charges mentioned in the General conditions of contract unless otherwise specified.
6. The department reserves the right to split and award the work to more than one agency.
7. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by IR section of Personal Department.
8. The rates quoted by the contractor is inclusive of all quality tests required for all construction materials including cube test to concrete at all stages as directed by Engineer-in-charge.
9. The contractor should engage labours who should not be less than 18 (eighteen) years of age.
10. The agency must give a break of 15 days for his workers, on rotation without affecting the work after completion of six months of contract period.

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ANNEXURE - C**SPECIAL CONDITIONS**

1. Time is the essence of contract and the specified time of completion is upto **2 months** which will be reckoned from the date of commencement of work.
2. These special conditions supplement the conditions to tenders and contracts and the General conditions of contract and from part of the contract documents. Where these special conditions are at variance with the General conditions of contract, these special conditions shall prevail.
3. All rates quoted shall be for finished work in situ inclusive of all leads, lifts and other incidental charges and those in general conditions.
4. Before quoting his rates of the work, the tenderer shall inspect the site of work and the quarries from which various materials are to be brought and should satisfy himself about the nature and scope of work to be executed and quality of materials procurable from the quarries. In every case the materials shall conform to the relevant APSS and shall be got approved by the engineer-in-charge before they are used on the work. The Bharat Heavy Electricals Limited will not, however, after acceptance of a contract rate, pay extra charges for any other reasons, in case the contractor is found later on to have misjudged the nature and scope of the work and also the availability of materials.
5. The tenderer is not allowed to alter the specifications of the unit of work noted in the Schedule-A. For the sake of uniformity in comparisons of tenders, the tenderers should not add any conditions of their own. Tenders not complying with these conditions are liable to be rejected.
6. The issues of materials are governed by the conditions specified in Scheduled-A. The contractor himself shall supply all other materials and the rates for the relevant items are inclusive of all such supplies.
7. **The cement concrete work plain and reinforced shall be executed as per IS : 456 (latest). Wherever design mix is specified in contract the same has to be approved by Sr.Engr/ In charge. Else nominal mix as per IS 456 may be adopted as per schedule.**
8. The rate quoted for Reinforced Cement Concrete items shall include smooth finishing of exposed faces. The top surfaces of roof slab shall be laid to specified slope and mortar that comes to surface due to vibrations shall be trowelled so as to obtain smooth and even surface.
9. The paint to be used shall be of standard make and shall be approved by the Engineer-in-charge before applying.
10. The tenderer should specify the plant and machinery such as pan mixers, concrete mixers, vibrators, steel shuttering etc., that he possesses and is going to use them on the work to the Engineer-in-charge.

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11. The Andhra Pradesh Standard Specification / I.S. Specifications, those in Schedule-A shall be followed for all items of works. Wherever there is difference between the A.P.S.S. and I.S. Specifications, the later shall prevail.
12. The AGM/TA reserves the right to deviate either by addition or by deduction from the schedule of items of work given in the tender document after awarding the work.
13. In case of any difference between agreement wording and detailed drawings the interpretation of the AGM/TA shall be final and binding on the contractor.
14. The final acceptance of work in all items is subject to proper behaviour after testing regardless of whether the items are paid for or not.
15. All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
16. Bills will be released after the claim by contractor, as certified by Engineer in charge.
17. All correspondence will be communicated to agency though e-mail and the agencies are requested to see the mails regularly to update the correspondence.

SPECIAL CONDITIONS – SAFETY

The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.

1. Proper and necessary precautions shall have to be taken wherever the work involves breaking of reinforced cement concrete slab and dismantling of brick work. These items of work will have to be carried in the presence of the Engineer-in-charge.
2. Proper and necessary scaffolding is to be erected wherever dismantling of brick work is carried out at height more than 1.80 M.
3. Reinforced cement concrete slab should be dismantled parallel to the main reinforcement, each piece not exceeding 300mm wide. Under no circumstances the supporting wall shall be cut or removed until the supporting slab is demolished.
4. The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
5. The contractor shall keep a supervisor always at work site.
6. Power shut down shall be taken before commencement of the work wherever power cables are running.
7. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.

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SPECIAL INSTRUCTIONS

- a. If an individual makes the tender, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm, if the tender is made by corporation, it shall be signed by a duly authorized officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation / firm is required to furnish evidence of its existence along with bid.
- b. The EMD will be refunded to the unsuccessful tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
- c. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Office Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" [Ex. AGM (T.A)] for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within the time specified in the Letter of Intent shall entail forfeiture of the earnest money.
- d. Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission deductions, or additions at the discretion of accepting authority.
- e. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender" Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.
- f. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
- g. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.

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- h. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time after submission of the tender dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
- i. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
- j. The contractor has to produce the bank guarantee in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
- k. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
- l. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.
- m. If any information by documents submitted by the contractor are found false / fake at any stage the tender will be cancelled and earnest money deposited shall be forfeited.
- n. In case more than one contractor quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under no circumstance revised rate should not be more than the original quoted rate.
- o. Even though the work is awarded particular group, if required work can be done any ever in township of BHEL Hyderabad as per direction of Engineer-in-charge.
- p. Measurements shall be taken jointly by any person / persons duly authorized on the part of the BHEL and the contractor.

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- q. The contractor shall provide assistance with appliance and other things necessary for measurement without extra charges.
- r. If the contractor / his representative fails to attend when required for measurements, the Engineer In-charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.
- s. Measurement shall be recorded in measurement book maintained by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different items of bill of quantity. These entries will be counter signed by the contractor or his duly authorized representative.

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Annexure-D**GENERAL TERMS & CONDITIONS**

1. BHEL shall have privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The contractor shall deposit an amount Rs. _____ as security with BHEL in the form of pay order / bank guarantee / FDR in the name of contractor A/c – BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non- deposit of statutory dues etc. No. Interest shall be payable on the security deposit.
5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court, Medak District, A.P.
7. Not with standing anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason there of by giving a notice of 30 days to the contractor.
8. The contract will commence on _____ date and will remain valid for a period of _____. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

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9. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Ramachandrapuram, Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy courts, Medak District, A.P.

10. Risk purchase :- In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.

11. **Penalty clause** :- In case if the contractor does not complete the work within stipulate time to grant extension of time for the completion of the work on certain conditions.

i) The contractor must apply to the contract executing officer in writing for extension of time.

ii) Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.

iii) Such application must be made within 14 days of the date on which such hindrance arose.

iv) The contract executing officer must be of the opinion that the grounds shown for the extension of time are reasonable.

The delay caused by the contractor has to be recovered by way compensation / penalty from the contractor for delays and defaults on his part.

This clause can be divided mainly into three parts, viz:-

(a) Observation of time allowed for completion of the work.

(b) Payment of penalty by contractor for non- commencement, not finishing in time and slow progress during execution.

(c) Head of Unit _____ decision being final in case of reduction of the percentage of compensation payable by the contractor.

As already explained under the **agreement** relating to extension of time to contractors and imposition of compensation for delayed performance, time allowed for completion of the work is essence of the contract on the part of the contractor. The date for commencement of the work starts from **15th day** after the date of giving order for its commencement or any other date specified. For slow performance or delay in the completion of the work, compensation, subject to a maximum of 10% of the tendered value, is recoverable.

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The compensation for slow progress or non- completion of work in stipulated time, at the rates specified therein, is an " agreed compensation" which the contractor has to pay in case of default. Therefore, there is no choice for the Engineer - in - Charge but to recover the same at the rates mentioned above, if the progress of the work is slow or the work is not completed in stipulated time.

The contract executing officer should identify delay in the execution of the work at the appropriate stage and issue notice (Registered/ Speed Post) to the contractor of the contract indicating non – fulfilment of the work on proportionate time lapse basis.

The contract executing officer should also give a notice (Registered /Speed Post) to the contractor, so as to reach him before expiry of the contract period, of his intention to recover the amount of compensation. The notice should clearly mention the date on which the stipulated time is going to expire and that the contractor should complete the work on time otherwise he shall make himself liable to recovery of compensation mentioned above. The above communication should be conveyed to the contractor through Site Order Book also.

In case of tenders accepted by Head of Unit _____, the power of granting extension of time rests with the head of Unit. Therefore the contract executing officer should, from time to time, apprise him of the facts about slow progress of the work of its likely non completion on time and also endorse to him the copies of the letters notices sent to contractor. The recovery of compensation should be effected after decision on extension of time has been obtained.

Through there may be delays and lapses on the part of the department at the same time there are also delayed lapses on the part of the contractor. For such delays during the stipulated or extended period of completion, the contractor is responsible but these are also to be taken into account by the Officer while recommending or granting extension. To safeguard BHEL's interest these lapses on the part of the contractor should invariably be clearly mentioned by the contract executing officer while granting recommending extension of time. In granting extension of time a balanced view should be taken of the delays on the part of the contractor, vis – a-vis the delays of the department. The mention of the delays on the part of the contractor along with that of the Department would ultimately help the Department in properly defending its position against the claims of the contractor for damages.

In case of delay in execution of work or any other Breach of Contract, committed by the contractor, BHEL reserves its right to adjust all the losses/ damages cause to it from the contractor by recovering the same through any of the pending bills of the contractor, forfeiture of Security Deposit and by filling any suit for recovery of money before appropriate court of law.

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Annexure-E

[Vendors to furnish this mandate on their Letter Head.

To,

**Dy.Manager/Finance-Cash Management
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad – 502 032.**

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines as per the details given below.

- A. Sup code (As per PO/SCO) /Staff No:
- B. Beneficiary (Name as per PO/SCo) :
- C. PAN of Beneficiary :
- D. TIN of Beneficiary :
- E. e-mail address of Beneficiary :
- F. City (of Beneficiary) :
- G. Bank Name :
- H. Branch (of Bank) :
- I. A/c Number :
- J. A/c type (Saving or Current) :
- K. MICR Code of the branch (9digit) :
- L. IFSC for NEFT (11 char) :
- M. IFSC for RTGS (If different from L) :

Thanking you,

Signature (With Seal)
Name
Address

Certified that the particulars furnished above are correct as per our records

Date:-

(Signature of authorized official of bank)
Bank Stamp

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REVERSE AUCTION

ANNEXURE-I

TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item / system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) The philosophy followed for reverse auction shall be English Reverse (Noties).

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

'BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
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. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extensions etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance from (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on a scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

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10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. **In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

Annexure - II

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Business Rules for Reverse Auction

This has reference to tender no **{tender number HY/TA/OT-01/2014-15 dated 16.04.2014 Item No.01}**. BHEL shall finalise the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on *{date}*

- **Online Sealed Bid:-**

*{Start Time:
Close Time: }*

- **Online Reverse Auction:-**

*{Start Time:
Close Time:}*

2. Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. *{Service provider}* with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

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Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. Bidding currency and unit of measurement: Bidding will be conducted in {*Indian Rupees per Unit*} of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

5. Validity of bids: Price shall be valid for {... *days*} from the date of reverse auction. These shall not be subjected to any change whatsoever.

6. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

7. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.

ii. **Online Reverse Auction:** The „opening price“ i.e. start price for RA and „bid decrement“ will be decided by BHEL.

iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.

iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.

v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

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In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the „online sealed bid“ within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.

12. Computerized reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders“ responsibility/ decision to send fax communication immediately to M/s. {*Service provider*}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed.

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It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of „each lowest proxy bid“ and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.

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15. M/s. {*Service provider*}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {*Service provider*}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.

16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in *Annexure - VII* after the completion of auction to M/s. *Service provider* besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.

18. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.

19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {*Service provider*}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {*Service provider*} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
- b. Bid Placed by the bidder
- c. Start Price
- d. Decrement value

21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.

22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

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23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per *Annexure-IV*.

26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.

27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {*Service provider*} the terms& conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

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GENERAL TERMS AND CONDITIONS

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **Service provider**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from **Service provider**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work 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 **Service provider** shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:**
 - a) Sealed bid Reverse Auction / Initial Auction.
 - b) Online English Reverse (No Ties) Auction.
5. **DURATION OF AUCTION** The duration of Auction will be for 60 Minutes. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IN CASE OF CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU).
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the time of the Reverse Auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement/multiples of the minimum Bid decrement. Also please note that the start price of an item in the on line reverse auction is open to all participating bidders. Any bidder can start bidding in on line reverse auction, from the start price itself. If the start price is your own on line initial sealed bid price, you still need to bid in the on line reverse auction. More over please note that the first on line bid that comes on the system during on line reverse auction can be equal to on line auction's start price, or lesser than auction's start price by one or multiples of decrement . The second on line bid and onwards will have to be lesser than the L1 rate by one decrement value, or by multiples of the decrement value.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

// 2 //

7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –No ties Auction:
- a) Leading Bid in the Auction
 - b) Bid Placed by him
 - c) His Own Rank
 - d) Start Price & Bid Decrement Value
8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.

NOTE : In the event of a tie between the proxy bid (automated bid) and manual bid, the manual bid stands accepted and proxy bid stands rejected vendors to note the same

Note: Name of the Service provider will be intimated before conducting reverse auction by BHEL.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

Annexure – IV

Process Compliance Form

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

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per *Annexure - VII* within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

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 it to M/s {Service provider} at {.....} prior to start of the Event.

- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

RA price confirmation and breakup**To**

- **M/s. Service provider**
- *Postal address*

CC: M/s BHEL
{Unit-
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs. {_____} for item covered under tender enquiry No. {...} dt. {...}

Total price of the items covered under above cited enquiries is inclusive of *{Packing & forwarding, E.D., C.S.T., freight and insurance charges upto {.....} District, {.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}*

as our final landed prices as quoted during the Reverse Auction conducted today *{date}* which will be valid for a period of {_____} days.

The price break-up including that of line items is as given below.

Total -

=====
Rs.
=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Issued to: _____



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD-32
TOWNSHIP ADMINISTRATION

TENDER DOCUMENTS (PRICE BID)

Name of the work: **Re-asphalting of road from BHEL Main Check Post to Mahatma Gandhi Statue.**

Tender Notice: **HY/TA/OT-01/2014-15 Dt. 16.04.2014 Item No. 01**

INDEX

1. Schedule 'A' : Schedule of rates and approximate quantities

TENDERER
Address:

ISSUING OFFICER

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY