

BHARAT HEAVY ELECTRICAL LIMITED
(A Government of India Under taking)
Boiler Auxiliaries plant
Indira Gandhi Industrial Complex
RANIPET - 632 406

MTD & TE DEPARTMENT

Phone: 04172 – 241196

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Ref: BAP: MTD&TE: FAB: CON: 002/2013

Dt. 29/08/2013

NOTICE FOR INVITING TENDER

Tender Notice No.	BAP:MTD&TE:CON:002/13-14
Category	Category-1 class 1
Name of work	Fabrication, and painting of facility items and fixtures as per BHEL drawing with BHEL raw materials (Only raw materials) at BHEL premises
Period of contract	One year
Earnest money deposit	Rs. 40,000 /- (Rupees forty thousand only)
Last Date and Time for receipt of tender	07.09.13 & 15.30 hours
Date & time of tender opening	07.09.13 & 15.30 hours
This document contains 12 pages including General Instruction to tenderers, Schedule, Special conditions, Safety precautions.	
The tender shall be addressed to Manager/MTD&TE, MTD & Tool Engineering Department, BAP: BHEL: Ranipet – 632 406 duly super-scribing the name of work as specified in Tender Notice and the date of opening of Tender.	

Issuing officer

Copy to : 1) Manager / Finance
2) Cashier

Contd...2/

GENERAL INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders must be submitted in **sealed covers** and should be addressed to

**Manager / MTD & TE
MTD & TOOL ENGG DEPARTMENT
Boiler Auxiliaries Plant
Bharat Heavy Electricals Limited
RANIPET - 632 406. TAMIL NADU.**

Name, Address of the tenderer, your BHEL registration number, Name of work and Due date shall be clearly mentioned on the cover.

3. Tenders will be received up to 15.30 hrs. On 07.09.13 in the prescribed form and will be opened on 07.09.13 at 15.30 hrs. In the presence of such of those tenderers or their agents (having authorization letter) who may choose to attend.
4. All entries in the tender documents should be in one ink. Erasures and over-writing are not permitted. The tenderers concerned should duly sign all cancellations and insertions.
5. Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and seal each and every page of the tender document including the drawings / annexures attached thereto before submitting the tender.
6. Conditional and un witnessed tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the accepting Officer will be rejected.
7. Tenders not submitted in the prescribed forms will be rejected.
8. Rates quoted shall be Firm throughout the contract period including total extended period if any and shall include all royalties, all types of taxes applicable in any manner on works contract / VAT or any other taxes levied and leviable under the state or central government rules during the currency of the contract except service tax which is extra. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect. Service tax if any shall be specified separately which is extra. Necessary service tax rules have to be complied including submitting service tax Registration No.

In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

9. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with actual working and other prevalent conditions, position of materials and labour. General instructions to tenderers, drawings, specifications and other documents also form part of the agreement to be entered into.
10. The rates quoted in the tender shall remain valid for a period of **Three months** from the date of opening of the tender.
11. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney duly attested by a Gazetted Officer must accompany the tender.
12. Every tender must be accompanied by Earnest Money Deposit of Rs.40,000/- (Rupees forty thousands only) by **Demand Draft drawn in favour of BHARAT HEAVY ELECTRICALS LTD., RANIPET payable at SBI, BHEL Project (Branch code 7013), MR Puram , Ranipet only as specified in the instructions to tenders.**
13. EMD by the Tenderer will be forfeited if:
 - i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within days after award of contract.
14. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instruction of the Engineer / in charge, the EMD deposited by him will be forfeited and acceptance of his tender withdrawn.
15. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.
16. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work at site.
17. Rates for each item of the tender schedules should be quoted in rupees and paise only. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate.

18. Should a tenderer find discrepancies or omissions in the tender documents or should be in doubts as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
19. Tenders submitted by post should be sent by "REGISTERED POST WITH ACK.DUE". This should be posted with due allowance for any delay in postal delivery. On no account will tenders, received after the due date and time of opening of tenders, be considered.
20. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of this tender. The scheduled period of contract will be for one year and the contractor will have to plan this work accordingly.
21. Quantities shown in the attached schedules are only approximate and liable to variation without entitling the contractor to any compensation.
22. Tenders received without Earnest Money in full in the form prescribed shall be summarily rejected.
23. The Earnest Money Deposit of the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
24. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenders...
25. 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 offices such as national savings certificates, Kisan vikas patras etc., (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v) Bank Guarantee from Scheduled Banks/public Financial Institutions as defined in the Companies act. 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 of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

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

- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No (IV) and (VI) above will be subject 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).

26. No interest shall be payable by BHEL on Earnest Money or Security Deposit, or any money due to the Contractor by BHEL.'
27. Payment will be made by the submission of bills for the completion of works duly certified by the BHEL official. One Bill shall be submitted in a month.
28. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
29. If a tenderer expires after submission of his tender, Bharat Heavy Electricals Limited is at the discretion to cancel such tender.
30. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains its character.
31. The Bharat Heavy Electricals Limited will not be bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
32. If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
33. Words imparting the singular number shall also be deemed to include the plural number and vice versa wherever the context so requires.
34. A contract agreement as per the format enclosed shall be signed by the contractor, before commencement of the contract. The expenses for completing and stamping the contract agreement shall be to the contractor's account.

35. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
36. Tenderers shall not increase their quoted rates in case Bharat Heavy Electricals Limited negotiated for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of twelve months from the date of opening of tender.
37. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.
38. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit or their income on the prescribed form.
39. The “**GENERAL INSTRUCTIONS TO TENDERERS**” shall be deemed to form an integral part of contract for the work to be entered into.
40. The tenderer should be present if called for negotiation both technical and commercial. In case, the tenderer’s authorized person is attending the negotiation, such person should have the authorization letter and he should be capable of taking spot decisions.
41. In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating that you regret for not submitting your offer for this tender.
42. If needed tenderers may visit the site/working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.
43. If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.
44. Payment will be made through e-payment. Contractor has to submit the **ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER** format as per annexure-1 enclosed.
45. The Contractor has to submit details of service tax, income tax, work contract sale tax details as per annexure-2 enclosed.

SCHEDULE

SL. NO	DESCRIPTION OF WORK	QTY	RATE/ MT	Value in Rs.
01	Fabrication and painting of facility items and fixtures as per BHEL drawing with BHEL raw materials (Only raw materials) at BHEL premises (A)	230 MT	Rs. _____ Per MT	

Note: The tenderer should not claim any monthly quota (quantity) and also any other condition.

SCOPE OF WORK

1. Fabrication of steel items as per BHEL drawing.
2. Fabrication includes marking, cutting, welding and joining.
3. All raw materials will be issued by BHEL either by full length or in cut bits including fasteners if required. If cut bits are issued it is contractor's scope to join suitably by welding for the required size and shape.
4. Collection & movement of raw materials and collection of necessary fasteners & paints from BHEL stores are in the contractor's scope.
5. The finished items after fabrication shall be cleaned and painted as per BHEL requirement. Movement of finished goods to respective area in shop/office is in contractor's scope. Stress relieving of the welded components if required, is not in contractor's scope. Simple fixing / mounting of facility items are in contractor's scope.
6. The required paints will be issued by BHEL on free of cost.
7. Power will be supplied at free of cost by BHEL.
8. The contractors shall bring all other accessories like welding machine including welding electrode, gas cutting sets including gas, grinding machine with grinding wheels, drilling machine with drill bits, tools & tackles, crane, safety equipments, ladders etc. to carryout the fabrication work.
9. Any minor modification, rework etc shall be carried-out without any extra cost.
10. The tenderer should not claim any monthly quota(quantity) and also any other condition
11. Adequate man power shall be deployed to carry out day to day work.

SPECIAL CONDITION

1. The works are to be carried out and/or to be completed within the stipulated period and if necessary the contractor shall take necessary steps to augment the work force.
2. The contractor shall name a place of business on or adjacent to the factory or any other place to be approved by the Officer-in-charge for the purpose of his office. At this office daily during business hours there shall be a person (not below the rank of supervisor) present to receive and carry out instructions.
3. The contractor shall be solely responsible for the safe custody of the materials from the time the documents are handed over to him till the materials are delivered at the places specified and will indemnify the Bharat Heavy Electricals Limited against loss, damage, breakage, shortage and pilferage of any material while in his custody. BHEL norms shall be followed for all BHEL free issue items. Transport insurance, if any, has to be paid by the contractor as may be directed by Bharat Heavy Electricals Limited.
4. The period of the contract may be reduced, renewed or extended at the sole discretion of Bharat Heavy Electricals Limited.
5. In case of any neglect or refusal on the part of the contractor to provide and have non-readiness, insufficient readiness, insufficient labour for the aforesaid work or if in the opinion of Officer-in-charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem to fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the Security Deposit or from any money due to the contractor.
6. The contractor shall either supervise the work or provide a supervisor to supervise the work of his staff. The supervisor employed by the contractor shall ensure proper out-turn of work and the discipline by the labour to be put on the job and in general see that the works are carried out in a safe and proper manner. The supervisor shall have technical qualification and experience to carry out the jobs.
7. Bharat Heavy Electricals Limited will not be responsible for the idle labour of the contractor for whatever reasons.

8. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
9. In case, labour strength has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
10. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
11. In case of damage or loss to any equipment or component or any property thereof to Bharat Heavy Electricals Limited, caused due to the negligence and / or carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the damage or loss together with the overhead will be recovered from the contractor's bill. The decision of Bharat Heavy Electricals Limited regarding the cost as well as the extent of cost of damage shall be final and conclusive. Necessary insurance coverage for all the risks, to be taken by contractor.
12. The contractor if required has to work in late hours with sufficient manpower to complete the task within the specified schedule date; BHEL will provide the necessary permission only. Suitable man power shall be deployed to carry out day to day work.

**WORKS CONTRACT – VARIOUS STATUTORY REQUIREMENTS
SPECIAL CONDITIONS**

All the works contract in BHEL will be governed by all statutory obligations which include the following in particular.

1. The rate indicated in the schedule here include PF & ESI etc.,
2. Deduction of PF by the contractor has to be ensured. The contractor has to remit the PF dues of the workers before the submission of the running account bill.
3. The list of number of employees who are to be engaged with details of their names, age, father's name etc., and their daily attendance have to be maintained by the contractor.
4. The contractor has to ensure payment of the statutorily prescribed minimum wages as notified by BHEL for contract labour from time to time and maintain proper records of their timely disbursement. The current minimum wages are Rs. 251/259/266 for usw/ ssw/ sw respectively In addition to this minimum wages, a sum of Rs 2500(two thousand five hundred)-for skilled worker, Rs 2300(two thousand three hundred)-for semi skilled worker and Rs2000 (two thousand)-for unskilled worker shall be paid per month per person. All statutory requirements like PF, ESI and Bonus will be applicable for this additional payment also. Records for these payments would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities. Any increase in the wages due to statutory requirements during the currency of the contract should be borne by the contractor.
5. Weekly off and leave with wages: No contract labourer shall be allowed to work continuously for more than 6 days in a week. Apart from this, contractor should provide, to every labourer employed by him, one day of leave with full wages for every 20 days of actual work engaged by him. The contractor shall also maintain up to date Register of Leave with wages in Form – 15 as prescribed under Rule 87 & 88 of Factories Act 1948.
6. The contractor should arrange **WORKMEN COMPENSATION / INSURANCE POLICY** covered for all his workmen. A copy of the policy has to be submitted before commencement of work.
7. The contractor should cover all his workers (including that of subcontractor's workers) under ESI Scheme. The contractor shall be asked to furnish along with the bill each month, details in the following format for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities and proper records have to be maintained for the same.

Details of workers employed by the contractor for the month of -----

Sl.No.	Name of Contract worker	No.of Days Worked	Wagesfor days worked	Paid	Amount of PF Deducted	Amount of ESI Deducted
1	2	3	4		5	6

Amount of payment of PF to Authorities	Voucher Ref: copy Attached	Amount of ESI Contribution paid	Voucher Ref: (copy attached)
7	8	9	10

8. The tenderer has to furnish proper returns to the concerned statutory authorities.
9. The tenderer has to ensure that all the required information in the tender are to be furnished, failing which BHEL reserves the right to reject the offer.
10. The contractor has to submit sales tax Registration No., irrespective of their liability, if any.
11. The first running bill will be released only on production of the following documents.
 - i) ST Registration No:
 - ii) Labour License No:
12. The final payment will be released only on production of clearance certificate from PF, ESI and Assessment orders from the Commercial Tax authorities concerned.
13. General conditions of the contract shall form part and parcel of this contract and the contractor has to comply with these conditions.

SAFETY PRECAUTIONS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at a height more than six feet, necessary platform and safety belts shall be provided for workers by the contractor to avoid fall from the height
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where sparks are likely to occur.
7. The necessary safety shoes and safety equipments such as gloves, safety goggles, helmet, safety belts etc must be issued to the workmen and strictly to be used while carrying-out the work.
8. If the contractor's workmen are found to be in violation any of the safety precautions punitive action will be taken by with holding a sum of Rs.500/- to Rs.1, 000/- from the contractor bill for each of such violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be property earthed, insulated and periodically checked.
11. All safety precautions are to be taken by the contractor at his cost.
12. These safety measures shall be deemed to form an integral part of the Work order / Agreement.
