



NEW BLADE SHOP

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

TENDER NOTIFICATION

NO.HY/TC/AGM/MRW/2013-14

Date: 15-MAR-13

Name of the Department

: TC OPERATIONS / NEW BLADE SHOP

Sealed tenders in Two Bid System **1) Technical bid with documentary support and 2) Price bid** are invited by the **Addl. General Manager / TC Oprns (NBS)** from the reputed contractors, experienced in similar works and registered with Government of India, Government of Andhra Pradesh, Railways, Military Engineering Services and Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad 502032, for the following work **as per the schedule given below** and the tenders will be opened on the scheduled day and time, in the Office of the Sr.Manager / Purchase(CMM- SDC&SC), Vender Complex, B.H.E.L. Ramachandrapuram, Hyderabad 502032, Dist. Medak, A.P. in the presence of the tenderers present who choose to attend the Tender opening.

1. Name of the work : **'Mechanical Related Works'**
of New Blade Shop production
2. Nature of the work : **Un-Skilled & Semi-Skilled**
3. Cost of tender document : Rs.1000/-
4. EMD value : Rs. One Lakh
5. Sale of Tender document : 15-03-2013 to 28-03-2013 (9.00 hrs to 14.00 hrs)
6. Last date and time of receipt of tenders : 29-03-2013 11-00 hrs.
7. Date and time of technical bid opening : 29-03-2013 13-30 hrs.
8. Period of contract : 01-04-2013 to 31-03-2014
9. Name & Address:

EMD PAID / NOT PAID

ISSUING OFFICER

Signature and Seal of the Contractor

General Conditions and Tender Process

1. **Reverse Auction (RA):** BHEL reserve the right to resort to Reverse Auction procedure i.e. online bidding on internet, instead of opening the submitted sealed bid, which will be decided after technical evaluation. RA terms and condition will be intimated separately. In case any tenderer refuses to participate in the Reverse Auction process the tender will be rejected. The EMD will be forfeited of the bidder who did not participate in the reverse auction (The bidder should compulsorily participate in providing the Online sealed bid through internet "during the Online initial sealed bid time" and in the Dynamic auction the agency can participate if they are willing to continue in the auction).

General Terms and conditions of RA are given in Annexure- A' for information.

2. Earnest Money Deposit as mentioned in the Tender can be paid by either cash in our Cash Office or a Demand Draft / Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, Ramachandrapuram, Hyderabad" payable at Hyderabad from any Nationalised Bank shall be enclosed to the tender technical bid. No other means of payment shall be accepted.
3. Tenders received without Earnest Money Deposit along with Technical Bid will be rejected.
4. The following documents are to be enclosed along with the Technical Bid.
 - 1) Registration Number and relevant documents, if any
 - 2) Copy of Valid Labour License, ESI Code No. latest remittance slip
 - 3) P.F. Code No. Copies of form -6A and Form-23 for the latest period as a token of proof
 - 4) PAN Number & Latest income tax clearance
 - 5) APVAT Registration under Works Contract.
5. B.H.E.L. reserves the right to split the work into convenient portions and award them to different contractors.
6. The undersigned reserves the right to reject any or all tenders or part thereof, if any of the above requirements is not complied with in technical bid.
7. Tender documents are obtainable from the Office of the Addl. General Manager/ TC oprns (NBS) Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32.
8. The requisitions for supply of tender documents shall be sent to Addl. General Manager/ TC oprns (NBS), BHEL , Ramachandrapuram, Hyderabad by making payment of the cost of Tender documents amount of Rs.1000/- (Rupees One thousand only) in Cash Office of B.H.E.L. Ramachandrapuram, HYDERABAD - 502032 ". Alternatively the tender documents can be downloaded from BHEL Web portal.
9. The tender cost of Rs.1000/- will not be refunded. The tender documents are not transferable under any circumstances and should be used only by the party to whom it is issued.
10. The conclusion of contract will be in the form prescribed by BHARAT HEAVY ELECTRICALS LIMITED 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 Addl. General Manager/ TC oprns (NBS)

ISSUING OFFICER

Signature and Seal of the Contractor

11. Regarding all dispute/s, the DECISION of General Manager (Contracts Management), BHEL Ramachandrapuram, Hyderabad 502032 IS FINAL and binding on all the parties. The territorial jurisdiction is Ramachandrapuram Mandal, Dist. : Medak. Andhra Pradesh.
12. Tender will be finalized on lowest cost to BHEL basis.
13. Tender documents in closed covers super scribing the name of the contract and reference no. have to be dropped in Tender Box available at 'Vendor Complex' near BHEL Admin building
14. Tender documents are to be submitted in two bid system.
- i) Techno-commercial bid as per **Annexure - I**
 - ii) Price bid as per **Annexure - II**
15. First only technical bids will be opened and evaluated on the date notified in the Tender notification. After scrutiny and acceptance of the technical bids, price bids of accepted parties only will be opened on the date, which will be communicated.
16. The technical bid consists of technical schedule requiring documentary proof.
17. In case the agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.
18. Technical and price bids must be in separate covers and super-scribed as "Technical bid " and " Price bid " separately clearly written on the covers.
19. Tenders received combined (both price and technical bids together) will be rejected.
20. Every page of the tender document shall be signed by the tenderer at the bottom of the page.
21. In case of tender application and tender documents downloaded from the web, tenderers shall pay the cost of tender documents and EMD, separately by means of two separate DDs (in favour of BHEL, Ramachandrapuram, Hyderabad 502 032) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical bid.
22. Bids without DD's for EMD and cost of Tender Documents will be rejected.
23. Contractor should quote the rate per man-day of operation as asked in the price bid quote column.
24. Average Annual Turnover of the contractor during the last three years shall be at least 40% of the estimated cost of the tender value.
25. Contractor shall have the experience of having successful completion of similar works during last 7 years as follows:
- a. For three similar completed works – costing Rs. 5 lakhs each, or
 - b. For two similar completed works – costing Rs. 8 lakhs each, or c) For one similar completed works – costing Rs. 15 lakhs.

ISSUING OFFICER

Signature and Seal of the Contractor

REVERSE AUCTION

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

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)

- (i) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- (ii) BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/demonstration before commencement of on line bidding on internet.
- (iii) BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training demonstration.
- (iv) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- (v) Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- (vi) BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at “Total cost to BHEL” like schedule of items rates, inclusive of all taxes and duties except service tax which is extra as applicable for each of the vendor to enable them to fill in the price and keep it ready for keying in during the Auction.
- (vii) Reverse auction will be conducted on a scheduled date & time.
- (viii) At the end of Reverse Auction event, the lowest bid value will be known on the network.
- (ix) The lowest bidder has to fax/e-mail the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- (x) Any variation between the on-line bid value and the signed document (price bid) will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- (xi) 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.
- (xii) The agencies are advised to keep a copy of the Price bid submitted along with tender for their reference for providing at the time of online sealed bid value.

ISSUING OFFICER

Signature and Seal of the Contractor

TERMS AND CONDITIONS FOR REVERSE AUCTION

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **Service provider**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from **Service provider**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to 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:**
 - 1) Sealed bid Reverse Auction / Initial Auction.
 - 2) 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

ISSUING OFFICER

Signature and Seal of the Contractor

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.

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.

9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

6

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 supplier.

- 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 if 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.

- This feature can be used only once during a particular Reverse Auction and only after the L1 rate is equal to or less than the minimum bid amount that the bidder has put in the system will he get the option to manually bid for the same. In no case during the bidding till the L1 rate or less is not reached as equivalent to the minimum bid

ISSUING OFFICER

Signature and Seal of the Contractor

amount offered by the bidder, will the bidder get the option to manually bid for the same.

- **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**

10. GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the auction website (**Service provider**) using the Login IDs and passwords given to them.

11. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL’s decision on award of Contract shall be final and binding on all the Bidders.
- If BHEL is not satisfied with the outcome of Reverse auction, BHEL is free to re conduct the reverse Auction.
- BHEL along with **Service provider** can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or **Service provider** after the first posting shall be deemed to have been accepted if the Bidder continues to access the portal after that time.
- **Service provider** shall not have any liability to Bidders for any interruption or delay in access to the portal irrespective of the cause.
- **Service provider** is not responsible for any damages, including damages that result from, but are not limited to negligence.

ISSUING OFFICER

Signature and Seal of the Contractor

- **Service provider** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Form (**Annexure- B**) duly signed to **Service provider** by **XXXXXXX** after the receipt of the Process Compliance Form; Log in ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, successful bidder has to submit the Prices in the **Annexure-C** immediately to **Service provider** for further proceedings.

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

ISSUING OFFICER

Signature and Seal of the Contractor

Process Compliance Form

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

To,

(Name of the service provider)

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ (**Tender Enq. NO.HY/TC/AGM/MRW/2013-14 Dt: 15.03.2013**) document for the work of '**Mechanical Related Works of New Blade Shop**'.

9

This letter is to confirm that:

- 1) The undersigned is the authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that we will enter the price in RA portal, which should be same as already submitted in Hard copy to BHEL in sealed bid.
- 5) We have noted that, in case of prices quoted in dynamic bid is higher than the prices submitted in seal bid, the difference shall be reduced from the final reverse auction price. We will accept order at that reduced price.
- 6) We have noted that BHEL shall take action as appropriate, in case we do not enter the same price as already submitted in Hard copy to BHEL in sealed bid.
- 7) We have noted that incase BHEL resorted to re-tendering, due to clause 6 of business rule for price discrepancy, the procurement shall be done from the some other sources at our Risk & Cost.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per **Annexure C** besides sending the same by courier both to M/s. BHEL and **Service provider**.

ISSUING OFFICER

Signature and Seal of the Contractor

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 –

Scan & email this document: Service provider

ISSUING OFFICER

Signature and Seal of the Contractor

Price Confirmation

(To be submitted by the bidder on their Letterhead, duly stamped & signed after the completion of the Reverse Auction)

To,

(Name of the service provider)

**Sub: Final price quoted during online reverse auction and price break-
Up with Taxes and duties.**

**Tender Enq. No. NO.HY/TC/AGM/MRW/2013-14 Dt: 15.03.2013 for 'Mechanical
Related Works of New Blade Shop'.**

11

Dear Sir,

We confirm that we have quoted a total contract value for an amount of Rs._____
.i.e. (cost to BHEL) as per the format provided by BHEL at Annexure-IVA as our final
lump sum prices during the Reverse Auction conducted today. The break-up will be as
per Annexure-IV.

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

ISSUING OFFICER

Signature and Seal of the Contractor

Annexure-I**TECHNO-COMMERCIAL BID**

1. Name of work : 'Mechanical Related Works' of New Blade Shop production.
2. Tender Notice : NO.HY/TC/AGM/MRW/2013-14, Date: 15-Mar-13

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.	: : : : : :
2	Details of DD/Cash receipt a) D.D or Cash receipt Nos for EMD b) DD/Cash receipt Nos for cost of tender documents.	: :
3	Particulars of experience/credentials as detailed in notice. (Completion certificate of works to be enclosed)	: :
4	ESI No. (Copy to be enclosed)	:
5	PF CODE No. (Copy to be enclosed)	:
6	PAN No . (Copy to be enclosed)	:
7	VAT	: Not applicable

Contd:

ISSUING OFFICER**Signature and Seal of the Contractor**

S.No	Description	Data to be filled by Bidder/Contractor
8	RELEVANT LABOUR LICENCE Valid up to :	:
9	Annual turnover during 4 years period (supporting documents along with Saral and P&L Account Sheet are to be enclosed)	2012-13 : 2011-12: 2010-11: 2009-10:
10	Service Tax No (Copy of certificate/Proof of application to be enclosed)	:

NOTE:

1. Without PAN ,VAT TIN No. and Service Tax Registration Nos contractors bills cannot be processed and payments will be held up.
2. Technical bids will be scrutinized 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.
4. Though some of the 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.
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.
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. Any corrigendum or extension of due dates will be posted on BHEL website only

ISSUING OFFICER

Signature and Seal of the Contractor

Annexure-II**PRICE BID**

Name of the Contract : 'Mechanical Related Works' of NBS						
SN	Work Description	Qty. of work	Nature of work	Equivalent to man-days	Quote Rs.	Total Rs.
01	Machine Coolant filling and removal of spoiled Coolant.	24,600 Ltrs	USW	906		
02	Movement of Components (material handling)	500 MTs	USW	906		
03	CNC machines cleaning activities during PM and BD maintenance	2235 Sq.Mtrs	USW	604		
04	Material handling activity through EOT crane operation including slinging.	604 operations	SSW	604		
			USW	604		
05	Operation & maintenance of computer operated ASRS	302 operations	SSW	302		
			USW	302		
06	Operation of 2 nos. of Band saw machine for Cutting of flats.	3000 MTs	SSW	604		
07	Operation of 2 nos. of Vibro Tumbling equipment in batches	1200 batches	SSW	604		
08	Operation of 1 no. of Shot peening equipment in batches	2000 batches	SSW	302		
09	Wet Mopping of the shop floor area	4542 Sq.Mtrs	USW	906		
Grand Total =						

14

- Quote of 'Wet Mopping' at Sl.No. 09 should include cost of Mop sticks with mopping attachment of at least 36 no.s / year, 6 nos of buckets and sufficient cleansing detergents / liquids
- Total man days (USW) required = 14/day
- Total man days (SSW) required = 8/day
- Total no. of days of deployment = 302/ year
- 1 Operation = 8 Man hours
- Contract value may vary depending upon actual requirement.
- Company reserves the right to increase / decrease the operations / seek for employment of additional man power depending on the requirement.

ISSUING OFFICER**Signature and Seal of the Contractor**

I N D E X

- i. Note**
- ii. Tender Notice**
- iii. Directions to parties for Tendering**
- iv. Tender of the work**
- v. Tenderer's and Contractor's Certificate**
- vi. General Terms and Conditions**
- vii. Special Conditions**
- viii. Special Conditions (Safety)**

ISSUING OFFICER

Signature and Seal of the Contractor

NOTE

1. The quantities shown above are approximate and liable for variation.
2. All BHEL General Conditions of the contract shall be applicable.
3. Any statutory increase in the Labour wages during the period of execution shall be borne by the agency.
4. The agency should affix his signature at the end of the each page of the document.
5. The rates quoted shall be for finished items of work including all lifts, loads and other incidental charges mentioned in the General Conditions of the Contract, unless otherwise specified.
6. The department reserves the right to split and award the work to more than one agency.
7. The Contractor should follow all the safety precautions while executing the work.
8. The contractor or his authorized representative shall be always present at the work site
9. The contractor shall submit the daily progress report to the Officer/Engineer-in-charge.

ISSUING OFFICER

Signature and Seal of the Contractor

TENDER NOTICE

N0. HY/ TC/AGM/MRW/2013-14

Date: 15.03.2013

1. Sealed tenders in Two Bid System 1) Technical bid with documentary support and 2) Price bid are invited by the Addl. General Manager / TC Oprns (NBS) from the reputed contractors, experienced in similar works and registered with Government of India, Government of Andhra Pradesh, Railways, Military Engineering Services and Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad 502032. The technical bids of tenders will be opened on the same day on 29-03-13 at 13.30 hours in the Vendor Complex near Admn. Building
2. Each tenderer must pay as Earnest Money, a sum of Rs. 1,00,000/- (Rupees One Lakh only) 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 Addl. General Manager/ TC oprns (NBS), B.H.E.L., Ramachandrapuram, Hyderabad 502 032.
 - i) Cash Receipt from B.H.E.L., Cash Office.
 - ii) Bankers Cheque, Demand Draft from Nationalized Bank
3. 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.
4. When a tender is to be accepted the tenderer whose tender is under consideration, shall attend the Office of the Addl. General Manager/ TC oprns (NBS), on the days fixed by written information to him. He shall forthwith upon intimation being given to him by the Addl. General Manager/ TC oprns (NBS), of acceptance of his tender, complete the execution of the acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so shall entail forfeiture of the Earnest Money Deposit.
5. Earnest Money Deposited by the Contractor will be forfeited if :
 - i) After opening the tender, the Contractor revokes his tender within the stipulated period or increases his earlier quoted rates.
 - ii) Does not commence the work after it is, awarded to him/them within the time specified in the letter of intent, 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.

ISSUING OFFICER

Signature and Seal of the Contractor

6. 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. The quantities are given with a view to enable the tenderer to quote his lower all rate for each class 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.
7. The Addl. General Manager/ TC oprns (NBS), reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
8. Tenders offering a percentage deductions from or increase on the estimate amount and those not submitting in proper form or in due time will be rejected.
9. The offer shall be valid for a period of 90 days from the date of opening of the tender. Security Deposit should be collected from the successful tenderer.
- i) The rates of security deposit will be as below:
 - a) In the case of works costing up to Rs.10.00 Lakhs
- 10% of the value of work
 - b) In case of works costing above Rs.10.00 Lakhs upto Rs. 50.00 lakhs
- 1.00 lakh + 7 ½ % of the amount exceeding Rs. 10.00 lakhs
 - c) In the case of works costing more than Rs.50.00 Lakhs
- Rs. 4.00 lakhs + 5% of the amount exceeding Rs. 50.00 lakhs.
 - ii) The security deposit should be collected before start of the work by the contractor.
10. 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 Saving 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 subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in 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 of 10% from the running

ISSUING OFFICER

Signature and Seal of the Contractor

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

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

ISSUING OFFICER

Signature and Seal of the Contractor

DIRECTIONS TO PARTIES FOR TENDERING

- 1) Each tenderer must also send a certificate of Current Income Tax Clearance from the appropriate Income Tax Authority in the form prescribed thereof. In the case of proprietary or partnership firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.

If a certificate had already been produced by the tenderer during the calendar year in which the tender is made in respect of a previous tender it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given.

Each tenderer shall also enclose copies of valid contract labour License, evidence of coverage under ESI scheme group insurance for workers and P.F. code numbers.

All tenders received without the documents as aforementioned will be summarily rejected.

- 2) 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 standard specifications. Samples of materials as called for in the Standard Specifications, or in this tender notice or as required by the Senior Engineer (Civil) having jurisdiction for the time being over the work, herein-after called Senior Manager (Civil), should have the due approval before the supply to site or work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of tools etc.,
3. 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
4. The tenderer should quote specific rates for each item in the schedule and the rates should be in rupees and paise. The units and rates should be written both in words and figures. The schedule accompanying the tender shall be written legible and free from erasures. Over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alteration which is made by the tenderer in the agreement from 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.

ISSUING OFFICER

Signature and Seal of the Contractor

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 Andhra Pradesh Standard Specifications 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 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 any alleged misunderstanding or misconception or mistake on my / our part of the said requirements, covenants, agreements, stipulations restrictions and condition I / We _____ enclose an income tax verification certificate. I / We _____ have already produced income tax verification certificate during the current calendar year in respect of (here particulars of the previous occasion on which the certificate was produced should be given _____).

21

SIGNATURE OF THE CONTRACTOR(S)
ADDRESS

ISSUING OFFICER

Signature and Seal of the Contractor

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and its addenda volume and also BHEL General Conditions of contract I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specifications and General Conditions of contract for the various items of work specified in the Schedule 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 (Regular and Abolition) Act 1970 and Rules framed there under with subsequent revisions if any.

22

Date : _____

SIGNATURE OF CONTRACTOR(S)

ISSUING OFFICER

Signature and Seal of the Contractor

GENERAL TERMS & CONDITIONS

1. The Contractor shall comply with the following general terms and conditions and special instructions.
2. The Contractor shall fully comply with the following enactment.
 - 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, leaves, holidays etc.
 - h. Payment of Bonus Act, 1965
 - i. Personal Injuries (Accident & Insurance) Act, 1963
 - j. Income Tax Act, 1961
3. The Contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen.
4. The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executive Officer of the Company.
 - a. Form XIII - Register of Workmen employed by the 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 XVIII - 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 789 (1) (a) (ii)).
 - h. Form XXI - Register for files (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 - Return 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 HR Department / IR Section through the Contract executing Officers before commencement of

ISSUING OFFICER

Signature and Seal of the Contractor

the work.

7. The contractor shall ensure that entry and exit of Labour shall be as per the procedure laid down by the Company HR Department. Entry permits for the Labour are to be issued by the Contractor with his monogram.
8. Every Contractor shall submit a notice regarding commencement and completion of work in Form – VI A & B (Rule 25 (viii) * 81 (3)) to HR 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 every day during execution of work, for effective supervision.
10. The Contractor shall attend to all inspections notified / conducted by the HR 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 positing in a Post Box regularly maintained by the Post and Telegraph Department or sending Letters registered for acknowledgement of any notice, Letter or other communication to the Contractor shall be deemed sufficient service thereof upon 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 nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature of omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
14. **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.
15. As per statutory requirement Bonus has to be paid to the worker by the agency (20% Bonus amount is considered in the tender estimations) failing which the Engineer – In-charge shall recover the amount from the contractor's bills.

ISSUING OFFICER

Signature and Seal of the Contractor

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

16. 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.
17. Contractor on the advice of the Company official shall immediately remove any person employed by him, who may in the opinion of the Company Official is incompetent or misconduct himself and such persons shall not be again employed on the work without written permission of the Company Official.
18. 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.
19. The Contractor shall give all notice required by the Acts, regulation, bylaws, Legal Acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with 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 attachment either by himself or by his employees.
20. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment 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 claim there under.
21. In the event of 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 principal, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum sums of money as may, in the opinion of the company shall be final in regard to all matters arising in this clause.
22. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in charge of the work. The contractor shall comply with the provisions of the factory act if the same are applicable.

ISSUING OFFICER

Signature and Seal of the Contractor

23. The Contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
24. 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 in charge of the work.
25. 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.
26. The contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract Labour. The contractor shall get himself licensed from the State Labour Commissioner as a contractor in accordance with AP Contract Labour (R & A) rules, 1971. It is understood by the Contractor that for this agreement to be effective, the prime condition is his fulfilling the conditions of being Licensed as a contractor under State Legislation and continuance of this agreement is subject to the sustained ensurance of fulfillment to all statutory requirements including those contained in Labour Commissioner's notification No. **D1/8385/79** in respect of employment conditions for contract Labour ESI Act and payment of wages as specified by State Government from time to time. Further as and when there are changes in the service conditions / wage rates for contract Labour, as notified by the State Labour Department, the same will be implemented even if some modification is given at any time after the conclusion of the agreement. Any violation in respect of observance of statutory requirements under the contract Labour (Regulation & Abolition) Act, 1971 will make the agreement liable for immediate termination. Valid contract Labour License shall be produced to company for verification before entering into the contract.
27. The Contractor shall ensure abidance by all the Labour Laws especially including contract 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.
28. The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund Act in the case of all eligible employees and in the process shall conform to all stipulated conditions under the Provident Fund Act and rules framed there under. He should furnish challans towards the P.F. recovered and remitted every month.
29. Notwithstanding the above clauses, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss

ISSUING OFFICER

Signature and Seal of the Contractor

incurred by the company.

30. The Contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
31. The contractor shall not resort to sub contracting under any circumstances.
32. The Contractor shall provide the required safety equipment to the Labours engaged by him.
33. Contractor shall issue "Employment Card" to all Labour and supervisors covered under the job work contract.
34. A copy of the agreement between contractor and his Labour shall be submitted to the HR Department.
35. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agents, who are entrusted with the work by contractor.
36. The quantities mentioned in the agreement schedule are worked out based on assessment and may or may not be actuals required for execution.
37. 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.
38. All the work 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.
39. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
40. 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.,
41. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
42. Contracts 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

ISSUING OFFICER

Signature and Seal of the Contractor

to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.

43. 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.
44. It's open to the company to lend or supply to the contractor any tools, implements materials 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.
45. The contractor shall conform to the regulations and Laws of central / state Govt., or any local authority and that of the company with whose system the machinery is supposed to be connected.
46. 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.
47. 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.
48. 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.
49. In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to this contract.
50. In case of any suit or other legal proceeding arising under this contract the courts at Sangareddy (Medak District) A. P. only shall have the jurisdiction.
51. The company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
52. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.

ISSUING OFFICER

Signature and Seal of the Contractor

53. The Labour employed by the contractor, if found in beating any fellow labour or contractor or any BHEL employee, the same shall be considered as an act of indiscipline. Such Labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactment of State and Central Government.
54. Wherever BHEL/ COMPANY standards are mentioned copies of which are enclosed shall be strictly followed.
55. 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.
56. The decision of the "Contract 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.,

II) Special instructions:

1. If the tender is made by an individual, 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 a 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.
2. 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.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Officer 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 Tender" 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 one month from the date of intimation, shall entail forfeiture of the earnest money.

ISSUING OFFICER

Signature and Seal of the Contractor

4. Tenderers shall peruse carefully the instructions and directions to parties in 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 tenders. 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.
5. 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 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 stipulations, the EMD shall be forfeited.
6. 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.
7. 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.
8. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understood 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 of omission of the work to be done nor shall be accepted by BHEL in regard to the above.
9. 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 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.
10. 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.
11. This is a time bound contract for a period mentioned and does not envisage any escalation of price.

ISSUING OFFICER

Signature and Seal of the Contractor

12. 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.

SIGNATURE OF THE CONTRACTOR(S)

ACCEPTING AUTHORITY

(SPECIAL CONDITIONS – SAFETY)

1. The following are a few of safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. Proper and necessary precautions shall have to be taken assuring total safety.
3. The contractor shall keep a supervisor always at work site.
4. The Contractor shall supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
5. Power shut down shall be taken before commencement of the work wherever power cables are running.
6. Proper and necessary scaffolding and Ladders are to be used for carrying out all types of works.
7. The contractor should be prepared to work inside the factory area and at Administrative Building as per the requirements.

ISSUING OFFICER

Signature and Seal of the Contractor