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BHARAT HEAVY ELECTRICALS LIMITED
CENTRALISED STAMPING UNIT &
FABRICATION PLANT, JAGDISHPUR

NOTICE INVITING TENDER

TE No.: BHEL/CSU/STORES/15-16/01

Date: 10.07.2015

BHEL-CSU & FP, Jagdishpur invites sealed bid in two part bid system (one techno-commercial & Second Price Bid) for following work from contractors:

1. **Description of work:** Works Contract for Store operations at CSU & FP, Jagdishpur
2. **Quantum of Work:** 1248 Mandays (312 SW+936 USW)
3. **Duration of Contract:** Twelve Month from the date of Work Order
4. **EMD Amount:** ₹ 20,000/- Only.
5. **Due Date and Time for Submission of Bid:** 21 days from the date of TE
6. **Due Date and Time for Opening of Techno-Commercial Bid:** 21 days from the date of TE)
7. **BHEL** reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
8. **BHEL** can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
9. **Address for submission and opening of Tender:**

Tender Box- Administrative Building
Fabrication Plant
Jagdishpur Industrial Area,
Distt. Amethi- 227817 (U.P.) INDIA

Note:

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

Yours Faithfully,
For Bharat Heavy Electricals Limited



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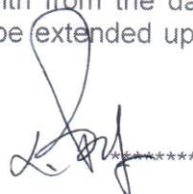
SCOPE OF WORK

A. STORE OPERATIONS:

1. Assist the store keeper in taking out the materials from the respective bins for Issuance to shop/fabricators as per SIVs & placement of incoming materials on SRN/SRV in proper bins/locations in custody stores of CSU & FP.
2. Counting / weighment of items of all custody stores of CSU & FP. After physically counting/ weighment, the labour will approach the store keeper immediately to check the bin balance of those items and record the differences. In case, the items are not in specified bin location, the labour will also keep the items in their respective places.

B. GENERAL:

3. In case the performance of the Crane Operator/slinger/Workers is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable operator. Replacement of such persons will have to be arranged by the contractor within 3 days.
4. In case, the contractor fails to provide workers in time (due to absence of contractor's person, away from place of deployment); BHEL will have option to arrange the activities by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.
5. The contractor shall arrange for medical facilities and insurance for his workers at their cost.
6. The variation of scope of work shall be Plus Minus 10 %. The Unit price quoted by the Vendor shall be valid for such variation.
7. Contractor shall be solely responsible for the safety of their workmen.
8. Supervision of Contract Workforce shall be monitored by Contract Supervisor. Contractor & Supervisor shall be available whenever required. Supervisor should have good knowledge of Fabrication plant activities.
9. To run the work smoothly and to monitor the wage related issues, very frequent change of the worker will not be allowed. The worker can be changed only after obtaining written permission from the Works contract executive after showing proper reason. (This is necessary to maintain quality of work and to monitor wage related issues).
10. Contractor shall arrange to carry out the above-mentioned operations at Fabrication Plant in three shifts i.e. 24 hours x 7 days as required.
11. Appropriate Personal protective equipments shall be provided by the contractor and he shall ensure the usage.
12. Payment shall be made on the basis of attendance verification of deployed workers by BHEL representative on monthly basis.
13. Duration of contract is 12 month from the date of issue of work order/LOI which is earlier. However contract period may be extended up to 01 year on the mutual terms (if required by BHEL)





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TERMS AND CONDITIONS

1.0 SECURITIES:

1.1 EARNEST MONEY DEPOSIT:

Offer should be accompanied with Earnest Money as specified in NIT in the form of Demand Draft. DD shall be drawn in favour of "Bharat Heavy Electricals Limited" payable at I.A Jagdishpur. The Earnest money deposit shall not carry any interest & shall be returned, after the award of the contract to the successful bidder.

1.2 SECURITY DEPOSIT:

10% of contract value for contract value up to Rs. 10 lakhs or Rs 1 lakh + 7.5% of contract value amount exceeding Rs 10 lakhs. 50% of the SD shall be deposited before start of work and the remaining 50% shall be recovered from the running bills @ 10% per bill as per BHEL norms. EMD of the successful Tenderer shall be converted and adjusted against the security deposit. Security deposit shall not carry any interest. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract. It will be returned to the contractor, within 30 days, after success full completion of the Contract.

2.0 OFFER SUBMISSION IN RESPONSE TO INVITATION:

2.1. The bid is invited in single part i.e. Price Bid in the format specified.

2.1.1. The offer should contain documents in the same order as listed below:

- I. EMD as specified in NIT.
- II. Audited , self attested balance sheet profit & loss A/C for last 3 years.
- III. PAN, ESI, EPF and SARVICE TAX Registration & labour license copy.
- IV. Declaration as per annexure-A.
- V. Certificate of Declaration Confirming the knowledge of Site Condition as per annexure-B.
- VI. Signed copy of tender document.

2.2 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, forfeit the Earnest Money / Security Deposit / any other moneys due and blacklist the contractor.

2.3 Before tendering, the bidder is advised to inspect the site of work, drawings and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.

3.0 EVALUATION OF OFFERS

3.1 The price bids will be evaluated by preparing a comparative statement and the lowest bidder (L1) will be arrived in terms of lowest cost to BHEL for complete package and will be considered successful for awarding the work.

4.0 PRE QUALIFYING REQUIREMENT

- A. Average Annual financial turnover during the last three years ending 31st March of the Previous financial year should be Rs. 2, 25,000.00.
- B. Experience of having successfully completed similar works (material handling) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:



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1. Three similar completed works costing not less than amount equal to Rs.2, 95,000.
Or
2. Two similar completed works costing not less than amount equal to Rs.3, 70,000.
Or
3. One similar completed works costing not less than amount equal to Rs.5, 85,000.

5.0 CONTRACT AGREEMENT

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

6.0 TERMS OF PAYMENT:

Payment shall be made, on the Nos. of Measurement units, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) **on Monthly basis**, duly verified by concerned engineer. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative. All payments shall be released through electronic-pay mode only.

7.0 PENALTY :

For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week for unexecuted portion of work subject to maximum 10% of work order value. Cost of rejection, as appropriate shall be recovered from contractor as compensation for defective job done resulting in rejection even after performing necessary rework. The decision of GM (CSU & FP) on the extent of penalty shall be final and binding on contractor.

8.0 SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the Safety of the worker deployed. All the safety items to the worker should be arranged by contractor. The contractor is required to maintain first aid box at work place.

9.0 ARBITRATION:

GM-CSU & FP (or any official appointed by him) shall be the sole arbitrating authority for this contract.

10.0 RIGHTS OF BHEL :

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

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



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11.0 ABANDONING OF WORK:

In the event of contractor abandoning the work or delay in execution of work or denial to do the work, BHEL reserves the right, to get the unfinished work completed at contractor's risk and cost.

12.0 CONTRACT LAW AND JURISDICTION:

This Contract shall be governed by the laws of India. No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at Amethi.

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

1. Contractor shall ensure that adequate no. of workmen are deployed for execution of the Work awarded to him from time to time ensuring uninterrupted working.
2. Contractor and or his authorized supervisor should be available at all time to supervise the work allotted to him.
3. Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and Contractor should ensure that all the workmen are having Police verification and are member of the PF /ESI scheme. Such workmen should possess requisite skill & experience for carrying out work as define in scope of work of contract.
4. Contractor to maintain appropriate records under labour laws of his workmen.
5. Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his workmen.
6. In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately.
7. Under no circumstances the contractor will sub-contract the job.
8. Contractor will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his workmen or any damage of material during shifting.
9. Contractor should ensure proper safety of all workmen his equipments, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.



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10. The Contractor shall ensure that all his workmen wear the required personnel protective equipment while working on the jobs. The contractor shall ensure to provide all safety precautions for prevention of accident of his workmen.
11. In case of any accident it will be the sole responsibility of the contractor to provide necessary medical aid to his injured workmen and liaison with the concerned authority's i.e. ESI etc.
12. Up keeping and maintenance of all tools & tackles issued to contractor will be the responsibility of the contractor. Any loss or damage of the same will be recovered from the contractor.
13. In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.

B) TOWARDS STATUTORY LIABILITY

1. 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.
2. Minimum wages rate as define by BHEL HR department from time to time for unskilled, semi skilled & skilled labourer working in BHEL shall be applicable and not state government defined rate.
3. Contractor shall comply with all statutory requirements, rules & regulations, and notifications in relation to employment of his workmen issued from time by the concerned authorities.
4. Contractor shall ensure payment of BHEL prescribed minimum wages as applicable before expiry of seventh day from the last day of wages period in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records shall be preserved for a period of 5 years and should be made available for any verification by the statutory authorities/ BHEL authorities. Contractor to issue wages slips to his workmen.
5. Contractor to provide PF Pass book to his workmen and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
6. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each workmen.
7. Contractor shall produce proof of deduction as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.



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8. Contractor shall furnish proper returns to the concerned statutory authorities and shall provide a copy of the same to BHEL.
9. Contractor shall be solely responsible for non-payment/delayed payment of Wages/DA, contributions under EPF & MP Act, ESI Act etc.
10. Contract Laborer shall be paid wages as prescribed by the BHEL HR from time to time (not state Govt. declared rates). For information, current basic minimum wage additional wage rate are:

Type of worker	USW	SW	
Minimum wages	Rs. 233/- per day	Rs. 328/- per day	
BHEL's additional wages	Rs. 123.07/- per day	Rs. 157.69/- per day	
Total Wages	Rs. 356.07/- per day	Rs. 485.69/- per day	

11. (a) This Payment is to attract statutory payment/ PF, ESIC, BONUS & Leave etc.
(b) Payment to Contract Labour through bank/cheque/cash by the respective contractor in presence of HR representative/Stores Representative.
(c) The implementation of PF (through booklets), Bonus & leave elements timely submission of return and up keeping of records in various form 12,14,16 & 17 will be part of tender document.
12. In case the contractor fails to make payment of wages to his workmen or remittance of contribution to the concerned authorities, by the due date the security deposit/other dues/running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
13. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statues or any civil or criminal law in connection with workmen deployed by him.
14. The liability for any compensation on account of injury sustained by any workman of the contractor will be exclusively that of the contractor.
15. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his workmen.
16. In case a contractor employs Women he will discharge his obligation under law in respect of such women workers like 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 leaves as per rules etc.
17. Contractor to obtain license under CL (R&A) Act, 1970.
18. Contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise in execution of his work.



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UN PRICE BID FORMAT

Un-Price bid: The Un-price bid is to be submitted in the following format with clearly written "Quoted" in place every where you have mentioned numeric values /prices in Price Bid. No prices should be mentioned on UNPRICED BID: -

- a. Name of the firm :
- b. Name of the proprietor/partners :
- c. Price offer on work measurement basis:

Sl. No	Work Description	Type of workers	Unit	Quantum of work	No. of workers	Rate quoted Rs. Per MT	Total value (E=C*E)
	A		B	C	D	E	F
1	Store operations at CSU & FP, Jagdishpur as per Scope of work	Skilled	Mandays	312	1		
		Unskilled	Mandays	936	3		
Total			Mandays	1248	4		
Quoted Service Tax, If any							

Note:

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

Date:

Signature with Name
& Office Seal



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PRICE BID FORMAT

Price bid: The price bid is to be submitted in the following format: -

- a. Name of the firm :
- b. Name of the proprietor/partners :
- c. Price offer on work measurement basis:

Sl. No	Work Description	Type of workers	Unit	Quantum of work	No. of workers	Rate quoted Rs. Per MT	Total value (E=C*E)
	A		B	C	D	E	F
1	Store operations at CSU & FP, Jagdishpur as per Scope of work	Skilled	Mandays	312	1		
		Unskilled	Mandays	936	3		
Total			Mandays	1248	4		
Quoted Service Tax, If any							

Note:

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3. Rate quoted above shall be inclusive of minimum wages as per BHEL rules, statutory requirements like PF & ESI, Uniform, shoes, PPEs, leaves/holiday wages, bonus, supervision charges, and all other charges as per scope of work exclusive of service tax. Service tax, if applicable shall be paid extra at actual.

Date:

Signature with Name
& Office Seal



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ANNEXURE A

DECLARATION SHEET

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

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

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

Bidder's Name & Address:

Name & Signature of the bidder

(Seal)



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ANNEXURE B

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

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

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)