

All corrigenda, addenda, amendments, time extensions clarifications and etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated

**BHARAT HEAVY ELECTRICALS LIMITED**  
**RAMACHANDRAPURAM::HYDERABAD-502032**  
**FOUNDRIES AND PATTERN SHOP**  
**TELEPHONE NO. 23184503 & 23182237**

**NOTICE INVITING TENDER**

**TENDER NOTICE NO. HY/ FDY /JC/ TENDERS ADVT /16-17/02, Date: 07-06-2016**  
**ITEM No. 03                      NIT:28099**

Sealed tenders in two separate covers for technical bid and price bid, both enclosed in one sealed cover mentioning the tender notice number, name of the work and due date of tender opening are invited by the Sr.DGM/PPC/SC,JC/ F&P, from the reputed contractors/firms, experienced in similar works as mentioned in Pre-qualification criteria and same to be dropped in the tender box provided at **Vendor complex** behind Admn. Building, BHEL, Ramachandrapuram, Hyderabad 502 032.

- |   |  |
|---|--|
| 1. Name of work                               | : REFRACTORY AND MELTING OPERATIONS IN F&P.    |
| 2. Total Estimated Value                      | : 17.14 Lakhs                                  |
| 3. Earnest Money Deposit                      | : 0.40 Lakhs.                                  |
| 4. Period of contract                         | : One year from date of awardal.               |
| 5. Maintenance period                         | : NIL  |
| 6. Last date of receipt of tenders            | : 01.07.2016 upto 11:00 hrs.                   |
| 7. Date and time of opening of tenders        | : 01.07.2016 13:30 hrs.                        |
| 8. Place of tender opening                    | : Vendor complex, behind Admin building, BHEL. |
| 9. Cost of tender documents<br>Including S.T. | : Rs.1000/-                                    |

Name & Address:

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Signature of Tenderer

Issuing Officer

**TECHNICAL CUM COMMERCIAL BID**

Tender notice No. : HY/ FDY /JC/ TENDERS ADVT /16-17/02, Date: 07-06-2016

**1. Name of work : REFRACTORY AND MELTING OPERATIONS IN F&P.**

S.No.	Description	Data and Page No. to be filled by Bidder/Contractor
1	Name of contractor/Bidder Address Contact person Vendor code Phone/Mobile No. E-mail ID <b><u>Agency shall provide e-mail id for communication. BHEL will communicated through e-mail for required data/ intimation of dates.</u></b>	: : : : : :
2	Details of EMD (DD or Cash receipt No.) (If vendor have produced one time EMD that copy should be renewed or attested by issuing officer otherwise bid will be liable for rejection )	<b>Amount : Rs</b> <b>C.R/DD No :</b> <b>C.R/DD date :</b> <b>Bank :</b> <b>Branch :</b> <b>Valid up to date:</b>
3	Details of tender document cost (DD or Cash receipt No.) (DD/Bankers Cheques/C.Rs has to be enclosed along with Technical bid).	<b>Amount : Rs</b> <b>C.R/DD No :</b> <b>C.R/DD date :</b> <b>Bank :</b> <b>Branch :</b>
4	Particulars of Experience/Credentials As per pre-qualification requirements. (Work completion certificates to be enclosed) (If vendor have submitted Pvt. Company experience, the following details should be submitted along with technical bid: 1. Awardal Copy 2. Agreement Copy 3. TDS Otherwise bid may be liable for rejection )	:
5	Average Annual turnover during last 3 years (Audited/CA Certified) (supporting documents along with Saral and P&L Account Sheet are to be enclosed )	Assessment Years 2015-16 : 2014-15 : 2013-14 :
6	P.F. Code NO. (Copy to be enclosed) In case not available, party shall submit the PF code before commencement of the work.	:
7	E.S.I. Code No. (Copy to be enclosed)	:
8	PAN No. (Copy to be enclosed)	:
9	Labour License(State/Central) Validity up to In case not available, bidder shall submit the License before commencement of the work.	: :
10	Service Tax No.:(Copy of certificate/Proof of application to be enclosed)	:
11	Acceptance for Reverse Auction(RA)	YES/NO

Signature of Tenderer

Issuing Officer

**NOTE:**

- 1.Period of contract shall be as mentioned in first page.
- 2.Tenders are **on two - part bid system** (Techno commercial bid and price bid).
- 3.Tender documents can be had through BHEL website <http://www.bhel.com> & CPP Portal <http://www.eprocure.gov.in> cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the tender bid.
4. **Submission of tender covers for each work (separately) shall be as given below:**
  - a)
    - Cover-A - for Technical and Commercial Bid (sealed cover) super scribing the Tender notice No., name of work, Contractor name & address.
    - Cover-B - for Price Bid (sealed cover) super scribing the Tender notice No., name of work, Contractor name & address.
    - Cover-C - This cover shall contain sealed Cover A (Technical bid) and sealed Cover B (Price bid). The cover shall be sealed and super scribed with Tender notice No., name of work and Contractor name & address.
  - b) **If any Contractor submits combined bid i.e., tech. bid and price bid in one cover, such offer shall be summarily rejected.**
- 5.The requisitions for tender documents shall be given in person to Sr.DGM/PPC/SC,JC/ F&P, BHEL., Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD" or payment of cash in BHEL Cash Office (No other mode of payment will be accepted). Tender documents shall be collected in person by the contractor or his representative.
- 6.Techno commercial bids will be opened on the same day. In case the agency has not satisfied all the conditions with documentary proof while submitting tender document, the bid will be rejected and their price bid will not be opened.
7. In case of a firm, all the documents pertaining to above clauses shall be in the name of the firm. However in case of sole proprietor or individuals these can be in the name of the sole proprietor or individual.
8. Agencies who are presently working with BHEL are also required to submit proof of satisfactory performance and completion of contract otherwise the bid will not be considered.
- 9.All the columns shall be filled with proper information.
- 10.BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.
11. **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.**
12. Supervision of Contract Workforce shall be monitored by Contract Supervisor. Contractor & Supervisor shall be available whenever required.
13. The Contractor is wholly responsible for any loss of life or partial disability of any of their employees while on duty.
14. **In case of occurrence of any accident/ injury of Contractor's staff, BHEL will not pay any compensation while they are on duty and Contractor has to take care of same as a statutory obligation.**

**PRE- QUALIFICATION CRITERIA:**

- I. The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid **In case the agency fails to enclose the following documentary proof with tender the tender will be liable for rejection.**
  1. Particulars of experience/credentials for all the works executed. Experience of having successfully completed/executed works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
    - a) Three similar completed/executed works costing not less than the amount equal to 10% of the estimated cost.

or

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- b) Two similar completed/executed works costing not less than the amount equal to 12.5% of the estimated cost.
- or**
- c) One similar completed/executed works costing not less than the amount equal to 20% of the estimated cost.

Similar Work means: Execution of Refractory works related to Foundry/ Masonry work related to Furnace, Ladle etc.

2. Particulars of average annual financial turn over during the last 3 years ending 31<sup>st</sup> March of financial year, should be at least 30% of the estimated cost.
  3. E.S.I Code NO. (proof of having Code No: to be enclosed):
  4. PAN NO: (proof of having Code No: to be enclosed):
  5. Labour licence (Central): (proof of having Code No. to be enclosed, in case not available, bidder shall submit the License before commencement of the work).
  6. Service Tax Registration No: (proof of having Code No. to be enclosed, if not available proof of application submitted for obtaining service tax with concerned department shall be enclosed. Bills will not be processed until proof of having Code No. submitted).
- II Tenders must be submitted in separate sealed covers for technical bid and price bid, both enclosed in separate sealed cover addressed to Sr.DGM/PPC/SC,JC/F&P, BHEL, Ramachandrapuram, Hyderabad 502 032 for each cover. Tenderer shall write tender notice No, name of work and address of the tenderer on all the sealed covers. In case the agency fails to comply any of the above, the tender will be liable for rejection.

### Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be

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communicated through service provider for compliance.

6. Bidders have to fax the Compliance form (provided by Service Provider) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
9. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
10. 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.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

### **Business Rules for Reverse Auction**

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

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

1. **Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on *{date}*:  
 - **Online Sealed Bid:-**
  - *{Start Time}*:

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- *Close Time:* }
- Online Reverse Auction:-**
- *{Start Time:*
- *Close Time:}*

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

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

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

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

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

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

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

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

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

**8. Procedure of Reverse Auctioning**

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- i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

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

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

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

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

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

11. Computerized reverse auction shall be conducted by BHEL (through M/s{*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained. Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {*Service provider*}, furnishing the price the bidder wants to bid online with a request to

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**Issuing Officer**

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

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidders interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer.

Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses threshold value of „each lowest proxy bid“ and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

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

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

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

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

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

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

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

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

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

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

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

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

25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities

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before participating in the Reverse Auction in the process compliance Form.

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

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

Signature of Tenderer

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BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDRAPURAM : : HYDERABAD-32

**TENDER NOTICE**

**TENDER NOTICE NO. HY/ FDY /JC/ TENDERS ADVT /16-17/02, Date: 07-06-2016**

1. Sealed Tenders will be received by the Sr.DGM/PPC/JC,SC/ F&P, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at **Vendor complex** behind Admn. Building,BHEL up to 11:00 hours on 01.07.2016 for the work of “**REFRACTORY AND MELTING OPERATIONS IN F&P**” Ramachandrapuram, Hyderabad-502 032. Andhar Pradesh., Tenders (Technical bid) will be opened at **Vendor complex** behind Admn. Building,Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 on the same day at 13:30 hours. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderers who may be present at the time. The tender should be in the form, obtainable from the Office of the Sr.DGM/PPC/JC,SC/ F&P Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09:00 to 13:00 hours upto **date mentioned in first page** on payments of the prescribed sum of Rs.1000 /- per set as non-refundable.
2. Tenders must be submitted in sealed covers and should be addressed to The Sr.DGM/PPC/JC,SC/ F&P, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 32, the name of the tenderer and the name of the work being noted on the cover. If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co partnership name by a member or the firm, who shall also sign his own name and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by a duly authorised officer who shall produce with his tender, satisfactory evidence of his authorisation. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it’s corporate existence.
3. Each tenderer must pay as Earnest Money, a sum of **mentioned in the 1 st page** and enclose with his tender the receipt endorsed accordingly. The earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.
  - a) Cash Receipt from B.H.E.L., Cash Office
  - b) Bankers cheque, Demand Draft.

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

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contract and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender. When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the Office of Sr.DGM/PPC/JC,SC/ F&P on the dates fixed by written information to him. He shall forth with upon intimation being given to him by the Sr.DGM/PPC/JC,SC/ F&P of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeit of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if:
  - i) After opening the tender, tenderer revokes his tender within the validity period or increases his quoted rates.
  - ii) The tenderer does not commence the work in the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract the work should be commenced .
5. EMD shall not carry any interest.
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 is given in price bid. The quantities are given for uniform comparison of offers. However the quantities may vary. It shall be noted that any errors, omissions in the tender documents will be interpreted at the by the accepting authority at his discretion.
7. The Sr.DGM/PPC/JC,SC/ F&P reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
- 8a. Tenders offering a percentage deduction from or increase on the estimate rates and those not submitted in proper form or in due time will be rejected.
- 8b. **The offer shall be valid for a period of 120 days from the date of opening of the technical bid.**
9. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:
  - 9a. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:
 

Upto Rs. 10 lakhs	10%
Above Rs. 10 lakhs upto Rs. 50 lakhs	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs
  - 9b. Security Deposit may be furnished in any one of the following forms.
    - i) Cash (as permissible under the Income Tax Act)
    - ii) Pay Order, Demand Draft in favour of BHEL.
    - iii) Local cheques of scheduled banks, subject to realization.
    - iv) Securities available from Post such as National savings Certificates, Kisan Vikas Patras etc.
    - v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

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- 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 discharge on the back.
- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

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

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

The Security Deposit will be released after completion final bill and fulfill the statutory payments and Bonus to workers working under this work.

**DIRECTIONS TO PARTIES FOR TENDERING**

1. The tenderer shall examine closely, the relevant clauses of the standard preliminary specification before submitting his tender rates which shall be for finished work in site. He shall also carefully study the all the documents which form part of the agreement to be entered into by the accepted tenderer.
2. Each tenderer must also send a certificate of Current Income Tax Clearance from the appropriate Income Tax Authority in the form prescribed therefor. In the case of proprietary 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.
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 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 legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the agreement form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

Signature of Tenderer

Issuing Officer

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 clauses of the preliminary specifications and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions I /We, \_\_\_\_\_ enclose a income tax verifications 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

\_\_\_\_\_  
\_\_\_\_\_.

Signature of Contractor (S)  
Address

Signature of Tenderer

Issuing Officer

**TENDERER'S AND CONTRACTOR'S CERTIFICATE**

1. I hereby declare that I have perused in detail and examined closely its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with General Conditions of contract, for the items of works specified in the price bid and the work as a whole.
  
2. I hereby declare that I shall pay the BHEL notified minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.

Date \_\_\_\_\_

SIGNATURE OF CONTRACTOR(S)

Signature of Tenderer

Issuing Officer

## CONTRACTOR'S OBLIGATIONS

### I) CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

### II) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act. 1948, Payment of Wages Act. 1936, BHEL payment guide lines, 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.

The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.

- i. Form XIII - Register of workmen employed by contractor (Rule 75)

Signature of Tenderer

Issuing Officer

- |       |            |   |   |
|-------|------------|---|---|
| ii.   | Form XIV   | - | Employment card issued by contractor (Rule 76).                             |
| iii.  | Form XVI   | - | Muster Roll (Rule 78 (1) (a) (i)).  |
| iv.   | Form XVII  | - | Register of Wages (Rule 78 (1) (a) (i)).                                    |
| v.    | Form XVII  | - | Register of wages -cum Muster Roll (in case of weekly payment).             |
| vi.   | Form XIX   | - | Wage slip (Rule 78 (b)).  |
| vii.  | Form XX    | - | Register of deduction for damages or loss (Rule 78 (1) (a) (ii))            |
| viii. | Form XXI   | - | Register for fines (Rule 78 (1) (a) (ii)).                                  |
| ix.   | Form XXII  | - | Register of advances (Rule 78 (1) (a) (ii)).                                |
| x.    | Form XXIII | - | Register of overtime (Rule 78 (1) (a) (iii)).                               |
| xi.   | Form XXIV  | - | Register to be sent by the contractor to<br>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

- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities of BHEL.
- c) **Contractor shall ensure payment of statutory prescribed by BHEL HR-IR minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.**
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the

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Issuing Officer

authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

- s) Contractor to obtain license under CL(R&A) Act, 1970.

### GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The decision of BHEL regarding interpretation of any of terms and conditions set forth in his agreement shall be final and binding on the Contractor.
5. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sanga Reddy Court.
6. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.
7. **The contract will commence from date of awardal and will remain valid for a period of one year from date of awardal. The parties reserve the right to extend the contract on mutually agreed terms and conditions.**
8. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.
9. The Entry permits are to be issued to the Contract Labour by Assistant Commandant/CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General manager/Personnel.
10. Every contractor shall submit a notice regarding commencement and completion, of work in form - VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
11. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
12. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
13. Non - compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
14. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
15. The contractor must satisfy himself by personal study and examination of the drawings/specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.

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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 company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without 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 notices required by the acts regulations, bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees,
20. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims thereunder.
21. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
22. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
23. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
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 incharge 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 applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.**
27. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
28. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
29. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
30. The contractor shall provide the required safety equipment labours engaged by him.
31. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
32. The contractor shall be responsible to settle any grievances of the labour deployed by him.
33. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the

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purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.

34. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.
35. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
36. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
37. For all modifications, omissions or additions to the approved quantity, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
38. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
39. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
40. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
41. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
42. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
43. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
44. 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 to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
45. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring he 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 of the company may take such action as it deems if 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.
46. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
47. Any electric power required for contractors machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules an regulations of Electric board / company.
48. The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.

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49. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
50. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
51. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the security deposit shall be forfeited and same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's pending bills.  
In case Contractor/Supplier withdraws the quotation after its acceptance by BHEL, or fails to execute the work or supply goods as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, BHEL shall be at liberty to forfeit the EMD/SD submitted by Contractor/Supplier and cancel the Work Order/Purchase Order. BHEL reserves the right, without any prejudice, to get the work done/procure material through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor/supplier and if price is lower, no benefit on this account will be passed on to Contractor/Supplier.
52. 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.
53. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
54. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) only shall have the Jurisdiction.
55. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
56. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
57. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of 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 enactments of State and Central Government.
58. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
59. 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.
60. The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
61. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.
62. Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community

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**Special Instructions:**

1. If an individual makes the tender, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and 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 to be accepted, the tenderer, whose tender is under consideration, shall attend the office of “Office Inviting the Tender” on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the “Officer Inviting the Tender” [Ex. AGM (DCD)] 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 fifteen days from the date of intimation shall entail forfeiture of the earnest money.
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 tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission deductions, or additions at the discretion of accepting authority.
5. The tenderer shall keep the offer valid for a period of 120 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the “Officer Inviting the Tender” Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.
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 understands thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall be no claim of compensation at any point of time after submission of the tender with regard to dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done and interpretation of terms by contract signing officer of BHEL in regard to the above is final
9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the “Contract Signing Officer” will ensure the completion of the work within the time specified.
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 period mentioned, and does not envisage any escalation of price.

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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 including increase in wages during the period of the contract and this increase shall be absorbed by the contractor himself in full.

**BHARAT HEAVY ELECTRICALS LIMITED**  
RAMACHANDRAPURAM : : HYDERABAD - 32.

**(SPECIAL CONDITIONS - SAFETY)**

**LIST OF SAFETY PRECAUTIONS TO BE OBSERVED BY THE CONTRACTOR**

The contractor shall take all necessary safety precautions and arrange for appropriate appliance as per direction of BHEL to its authorized officials to prevent loss human lives, injuries to personnel engaged, and damage to property.

The contractor shall provide to its work force and ensure the use of the following Personal Protective Equipment as found necessary and as directed by the authorized BHEL officials.

**SAFETY ITEMS:**

Sl.No	Description	Monthly	Yearly	Pool Basis Yearly once
1.	Leather hand gloves per person per month	2 Sets	---	- -
2.	Spectacle with zero power (clear lence) per annum	- -	- -	9
3.	Disposable paper Respirators per person per month	4 Nos	----	- -
4.	Plastic face shields per annum	--		4
5.	Safety Shoes (with 2 Sets of socks)	- -	1 Pair	- -
6.	Protective cloth (Uniform)	- -	2 Pairs	- -
7.	Head Helmets	- -	- -	9 Nos
8.	Cora cloth 6M. Per annum per person	0.5M	--	--
9.	One soap per month per person	1 bar	--	--
10.	Jaggery 12Kg.per annum per person	1kg	--	-

The contractor should follow all the safety precautions while executing the work.

- (1) All the safety items & equipment's as per the enclosed list are to be provided before commencement of work.
- (2) All safety items should be according to ISI standards and accepted by safety department of BHEL
- (3) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
- (4) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- (5) Violation of applicable safety, health & environment related norms, a penalty of 5,000.00 (Rupees Five thousand) per occasion shall be imposed.
- (6) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of 20,000.00) per injury in addition to 5,000.00 as mentioned above.
- (7) In case of fatal accidents, a penalty of 1% of the contract value (maximum of 10,00,000.00 (Rupees Ten lakhs) per fatality in addition to 5,000.00 as mentioned above.

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- (8) The contractor shall not use any hand-lamp energized by electric power with supply voltage of more than 24 volts (DC). All portable electric tools used by the contractor shall have safe plugging system to sources of power and be appropriately earthed.

All tools, tackles, lifting appliances, scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be safe design and construction. The authorized BHEL officials shall have the right to ban the use of any item, if such use is considered to be dangerous by the concerned BHEL officials.

If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor. The contractor shall take necessary fire safety precautions as per directions of the authorized BHEL officials.

Specific information communicated to vendors: REFRACTORY AND MELTING OPERATIONS IN F&P.

Apart from the fulfilment of general conditions, the vendors who wish to submit the bids for the above category have to know the following specific information before quoting their unit rates.

1. Successful bidder has to offer bank guarantee towards the 50% of total security deposit or by any other means which are in practice at B.H.E.L.
2. The contractor should engage his labour on Sundays and holidays of BHEL as required by Dept. in case of exigencies.
3. **BHEL minimum wages are to be paid to the contract labour which will be varying from time to time as per personnel Dept. circulars.**
4. **The rates should be firm throughout the contract period and enhanced wages are not liable for reimbursement.**

### SCOPE OF WORK

- Knockout and relining of induction furnaces and 20 Ton Mini Heel furnace.
- Knockout of worn-out lining of different types and capacity of pouring ladles.
- Cleaning of complete furnace shell with wire brushes etc.
- Mixing of refractory materials i.e. silica ramming mass.
- Chipping of metallic fins, jams and repair of lining for all the ladles.
- Minor repairs to mouth of furnaces, ladles, etc. on day to day basis
- All the required refractory materials and other relieve out materials are to be drawn from the stores and stacked in the specified areas.
- Cutting of refractory sleeves and joining these sleeves in spout making for manufacture of Ni-Hard Rolls and big moulds like Exhaust hood castings.
- Making of pouring cup with refractory cement.
- Arrangement of refractory sleeves in specified location in mould boxes etc.
- All the facilities tools and equipment's will be arranged by BHEL free of cost and technical guidance will be provided.

### 02: RESOURCES TO BE DEPLOYED BY THE AGENCY.

- ❖ The contractor must understand thoroughly the scope of work in detail and deploy personnel's having sufficient requisite knowledge to carry out the functions as indicated above.
- ❖ Lining of the furnace is to be carried out around the clock, without any interruption.
- ❖ Contractor or his representative has to co-ordinate for all the above works with concerned shop In charge.

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- ❖ Contractor will be solely responsible for the supervision of the contract labours deployed by him and should engage supervisor for this work
- ❖ The agency has to execute the work round the clock including Sundays and holidays , if required .
- ❖ All the safety items & equipment's as per enclosed list are to be provided before commencement of work
- ❖ All the safety items should be according to ISI standards and accepted by safety department of BHEL

**NOTE:**

1) The bid shall be submitted in two parts namely Techno- Commercial bid and the price bid . Techno commercial bids will be scrutinised by the tender committee . In case the agency has not satisfied the conditions as detailed in the pre-qualification criterion with documentary proof, the bid is liable to be rejected and the price bid of such agency will not be opened. The Price bid will be opened for the parties, qualified in the technical bid .

2) The date of opening of price bid will be intimated after scrutiny of technical bid.

3) In case of a firm, the documents submitted by the agency 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) BHEL reserves the right to modify / Change the specifications any time before the Price bid is opened .

**Guidelines for payments of labours.**

As per BHEL HR circular the daily wage rate is Exclusive of Holidays, Leave Wage, PF & ESI, Bonus, PPE's and uniform.

Daily Wage rates as on date

U.S.W: Rs. 494.80 per day Inclusive of weekly off

S.S.W: Rs. 546.15 per day Inclusive of weekly off

S.W: Rs. 596.96 per day Inclusive of weekly off

i) Leaves and Holidays

+ 11 days paid holidays per year

+ 18 days paid leaves per year.

ii) P F and E S I contributions wages

PF @ 13.36 % and ESI @ 4.75 % of basic wages should be contributed by the contractor on above daily wages.

iii) Bonus will be paid if applicable.

iv) PPE's @3% on daily wage.

v) Two pairs Uniform per year and stitching charges & one summer cap.

vi) In case, the work force is engaged on over time by the contractor, they have to be paid double the wage as per provision of factories act.1948

**Terms & Conditions**

1. **Penalty Clause:** 0.50 % of the value of work or part thereof will be levied for every week's delay by the agency subject to a maximum of 10 % value of the work.

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**PAYMENT TERMS:**

- a) Payment will be made after verification of records, regarding work done and certified by the concerned authority.
  - b) The Contractor shall record the executed work and get it certified by the concerned officials for processing the bills.
  - c) Before billing, the Contractor shall show the records of payment of wages to workmen, ESI & PF contribution to the relevant departments. Contractor shall show the proof of providing relevant Personnel Protective Equipments to workmen.
  - e) **Payment to the workers by Contractor to be made on or before 7th day of every month without fail, otherwise suitable action shall be taken at his (Contractor) risks and cost.**
3. If the contractor has not quoted in terms of % excess/less/at par over the unit rate clearly, it is considered as incomplete offer and offer will be rejected.
4. All BHEL general conditions of contract are applicable to this work.
  5. In case
    - a) There is any difference in the quoted % in figures and words, word is final for evaluation of tender to ascertained tender preparation.
    - b) In case more than one contractor quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under any circumstance revised rate should not be more than the original quoted rate.
  6. **The department reserves the right to cancel the works contract without assigning any reason there for even after awardal, if the contractor is unable to meet specific requirement the contract whole or partial, of the BHEL.**
  7. Service tax as applicable will be paid by BHEL.
  8. The contractor shall ensure deployment of adequate machines and man power as required for the work and suggested by Engineer-in-charge.
  9. The quantities are shown above are approximate and liable for variation.
  10. The quoted rates should be applicable for additional quantity if any based on BHEL order receipts position and as well as for reduced quantity also.
  11. All BHEL General Conditions of the Contract shall be applicable.
  12. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
  13. **The agency should affix his signature at the end of each page of these documents and supporting documents(enclosed by agency) with Rubber Seal.**
  14. The contractor should follow all the safety precautions while executing the work.
  15. The contractor or his authorised representative shall be always present at the work site.
  16. The contractor shall submit the daily progress report of the works carried to the Engineer-in-charge.
  17. The contractor should deploy his men who should not be less than 18 (eighteen) years age.
  18. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirements, issued by I R section of Human Resource Department.
  19. All the materials brought inside are to be entered at CISF gates and supplied to site by contractor for using in works.

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**PRICE BID**

NAME OF THE WORK: "REFRACTORY AND MELTING OPERATIONS IN F&amp;P"

TENDER NOTICE NO. : HY/ FDY /JC/ TENDERS ADVT /16-17/02, Date: 07-06-2016

S. No	Description of work	Quantity(No.of Operations/Times)		Estimated Rate/Operation (Times)	Total Amount (in Rs)	
		Initial order Qty.	Estimated Total Qty. for the year		Initial order value	Estimated total order value
<b>I</b>	<b>Knock out &amp; Relining of Induction Furnace</b>					
1	2.5 T Cap Furnace.	14	20	2,051.06	28,714.89	41,021.27
2	5.0 T Cap Furnace.(Megatherm )	12	16	3,411.21	40,934.48	54,579.31
2	5.0 T Cap Furnace.(ABB Fc)	12	16	3,411.21	40,934.48	54,579.31
3	20 T Cap Furnace.	4	4	10,113.72	40,454.88	40,454.88
<b>II</b>	<b>Knock Out &amp; Relining of Pouring Ladles</b>					
1	0.5 T to 20 T Capacity	200	200	1,149.73	2,29,945.12	2,29,945.12
2	2.5T to 6.0 T Capacity	80	80	1,373.14	1,09,851.12	1,09,851.12
3	6.5 Tons & above	19	19	2,049.93	38,948.73	38,948.73
4	B.P. Ladles	30	30	3,406.80	1,02,203.98	1,02,203.98
5	S.G. Iron Ladles	15	15	3,406.80	51,101.99	51,101.99
<b>III</b>	<b>Chipping of metallic fins of jams &amp; Repair of Lining</b>					
1	2.5Tcap Induction Fur.	85	110	569.44	48,402.27	62,638.23
2	5.0Tcap Induction Fur [ABB ]	250	300	694.20	1,73,549.35	2,08,259.22
3	5.0Tcap Ind. F/c [Megatherm]	250	300	694.20	1,73,549.35	2,08,259.22
4	20.0T Mini heel Furnace	30	60	1,296.18	38,885.45	77,770.90
5	0.5 to 2.0 T Cap Ladle	120	120	222.40	26,687.56	26,687.56
6	2.5T 6.0 T Cap Ladle	300	300	460.95	1,38,285.75	1,38,285.75
7	6.5 Tons & above	50	50	901.34	45,066.89	45,066.89
8	B.P. Ladle	33	33	1,111.76	36,687.93	36,687.93
9	S.G. Iron Ladle	9	9	1,111.76	10,005.80	10,005.80
<b>IV</b>	<b>Test Bars</b>					
1	Test Bar Assembly& Pouring	200	300	460.95	92,190.50	1,38,285.75
<b>V</b>	<b>Non -Ferrous Foundry</b>					
1	Knockout & Relining of Ind/Gas fired Furnaces.	35	50	791.83	27,714.22	39,591.74
	<b>Total No.of Operations (times) / Amount(Rs)</b>	<b>1,748</b>	<b>2,032</b>		<b>14,94,115.00</b>	<b>17,14,225.00</b>

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Tender %	In Figure	In words
Excess		
Less		
AT PAR		

- 1) The bidders are required to quote the tender value on percentage (%) basis at excess or less or on par with estimate value in figures and words over the estimated total amount.
- 2) LOI will be issued with initial order quantity as mentioned above along with corresponding order value. However depending on the order book position the P O quantity will be amended and the tenderer has to execute the revised order quantity (operations) with the same rate upto a maximum operations of 2032 in the contract period.
- 3.a) The quantity mentioned above is only indicative and subject to variation. The actual quantity may increase or decrease depending upon actual production requirement at the time of ordering /during the contract period.
- 3.b) The Tender % quoted as above will be applicable on total operations of 2032
- 4) Any increases in Cost of Living Allowance / Wages shall be absorbed by the contractor himself and BHEL will not reimburse the increases in Cost of Living Allowance / Wages
- 5) The tender evaluation is done based upon the lowest cost to B.H.E.L.
- 6) The service tax is not included in the above estimated rate. (i.e. ST on works will be paid to the contractors as extra).

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