

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI - 620 014.

PHONE : 91-0431 - 2578578
GRAMS : BHARATELEC
FAX No. : 91 - 0431 - 2520464; 2520383

ENQUIRY
(WORKS)

S27-014

To.
M/s.ENQUIRY NO. :
SSTP:CONT: ALL
53013 EENQUIRY DATE : 29/05/2015
PAGE NO. : 01/07

ENQ. DUE DATE : 12/06/2015

EMD : Rs.40000/-

DELIVERY / COMPLETION : 17/06/2016
AS PER CLAUSE (6) OVERLEAF

PAYMENT : 90 %

BANK GUARANTEE
Rs. 00/-

AS PER CLAUSE (5) OVERLEAF

AS PER CLAUSE (3) OVERLEAF

SL.NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	RATE / UNIT (Rs.)
	Req no : ALL50004			
	Name of Work :			
	ENGAGING TRAILERS, PRIMEMOVERS FOR TRANSPORTING RAW MATERIALS &			
01	ENGAGING TRACTOR WITH 15/20 T CAPACITY TRAILER INCLUDING DRIVER & CLEANER.	MAND.	600.000	
02	ENGAGING TRAILERS OF 15/20 MTs CARRYING CAPACITY.	MAND.	600.000	
	Encl:Annexure - I , II , III & IV			

The Offer should accompany an EMD amount as mentioned above either in the form of crossed DD drawn in favour of SSTP/BHEL/TRICHY or Fixed Deposit Receipt in favour of Tenderer, Accounts SSTP/BHEL/TRICHY Cash-Office. Offers without EMD will not be considered.

Submit your Offer subject to your acceptance of our Terms & Conditions overleaf & given in the Annexures enclosed, so as to reach us on or before the DUE DATE by 14.30 hrs. Offers received will be opened on the DUE DATE at 15.00 hrs in the presence of Tenderers as may be present on the Due Date.

Yours faithfully
For **BHARAT HEAVY ELECTRICALS LIMITED****CONTRACTS EXECUTIVE**

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ENQUIRY NO. :

SSTP:CONT: ALL
53013 E

ENQUIRY DATE :

29/05/2015

PAGE NO. :

03/07

To.
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SL.NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	RATE / UNIT (RS)
	Scope of Work (Annexure - I)			
12	If BHEL opts for extension of the contract even after expiry of the contract period for a further period of two months or less, the contractor has to accept the same with the same rates, terms & conditions.			
13	Any damage to BHEL material due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment / installation / property of third party in the course of work by the contractors' men, the same shall be made good by the contractor.			
14	Tractor / trailer engaged against above contract shall have a minimum capacity of 15/20 MT. Tractor / trailer employed should be in good condition. The registration number of the Tractor / trailer which has been declared by the contractor for the exclusive use against this contract, should not be changed without obtaining prior permissions in writing from BHEL officer in-charge.			
15	The following points are to be complied with by the contractor. The contractor should produce the original RC book, fitness certificate, insurance policy, etc., for verification by contracts / SSTP on demand. The driver should possess valid driving license and should produce on demand.			
16	The rate per hour will be arrived at by dividing the daily rate per day by 9. For Break-down of the crane, deduction will be made on pro-rata basis. (For Fraction, less than 30 minutes will be ignored and for more than 30 minutes will be treated as One Hour).			
17	All the applicable rules and regulation should be followed during the period of contract including latest amendments, if any.			
18	The Tractor shall report daily by 8.30 hrs. at SSTP Stores and shall have to work upto 18.00 hrs. with 30 minutes (between 12.15 hrs. to 12.45 hrs.) lunch break. Further, the Tractor will be engaged beyond 18.00 hrs. if required by Stores official, Tractor / Trailer should stay either before or after the time specified by the officer incharge and also they may be asked to come in any shift. Over time charges will			

The Offer should accompany an EMD amount as mentioned above either in the form of crossed DD drawn in favour of S27-014 or by cash deposit in the name of Tenderer's Accounts SSTP/BHEL/TRICHY Cash-Office. Offers without EMD will not be considered.

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Yours faithfully
BHARAT HEAVY ELECTRICALS LIMITED

[Handwritten Signature]

CONTRACTS EXECUTIVE

MS FORMS AND PRINT.

38401 22784

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI - 620 014.

S27-014

PHONE : 91-0431 - 2578578

GRAMS : BHARATELEC

FAX No. : 91 - 0431 - 2520464; 2520383

SSTP:CONT: ALL

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(WORKS)

ENQUIRY NO: 53013 E

29/05/2015

PAGE 04/07

To.

M/s.

12/06/2015

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PAYMENT :

AS PER CLAUSE (5) OVERLEAF

AS PER CLAUSE (3) OVERLEAF

SL.NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	RATE / UNIT (Rs)
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Scope of Work (Annexure - I)

- 19 contract will be finalised on over all L1 basis.
- 20 Xerox copy of currently valid R.C Book, Fitness certificate and Insurance Policy for the tractor / trailer involved in the working inside BHEL Works are to be submitted along with offer.
- 21 In case of absent of Helper / cleaner if substitute had not been arranged Salary of the worker at the rate as per Tamil Nadu minimum wage payment act 1948-Fixation of Minimum rates of wages for the employment in " General Engineering and Fabrication industry" will be deducted. The present Rate is Rs.473.00 / per day (Rs 315+158) for skilled and for unskilled Rs.422/- per day (299+123) exclusive of PF12%, ESI 4.75% and Bonus 8.33%.
- 22 The rate per hour will be arrived at by dividing the daily rate per day by 9. For Break-down of the Tractor or Trailor, deduction will be made on pro-rata basis. (For Fraction, less than 30 minutes will be ignored and for more than 30 minutes will be treated as One Hour).
- 23 Normally two tractor with two trailers and separate two trailers vehicles should be provided every day. The contractor should provide one or more vehicles if required by BHEL/SSTP officials, in which case prior intimation will be given by BHEL/SSTP before 16 hours of requirement.
- 24 Man day means: (Enq slno: 1 One Man day means one Tractor with one Trailer vehicle with one driver and one helper / cleaner and Enq slno:2 one Man day means one Trailer alone.)
- 25 Complete record should be maintained for all movements made by the vehicle in the trip sheets, as per Madras M.V.Act at the beginning and closure of every working day, the KM indicator reading will be noted in the trip sheets by the representative of BHEL:SSTP. It will be the responsibility of the contractor or his agent, to get the trip sheet signed by the BHEL:SSTP staff, using the vehicle for every movement and submit the same to the representative or the Executive Stores, SSTP at the closure of every working day.

The Offer should accompany an EMD amount as mentioned above either in the form of crossed DD drawn in favour of SSTP/BHEL/TRICHY or Fixed Deposit Receipt in favour of Tenderer, Accounts SSTP/BHEL/TRICHY Cash-Office. Offers without EMD will not be considered.

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Yours faithfully
For BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTS EXECUTIVE



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TIRUCHIRAPALLI - 620 014.**

PHONE : 91-0431 - 2578578

SSTP:CONT: ALL

GRAMS BHARATELE

FAX No. : 91 - 0431 - 2520464; 2520385

ENQUIRY

29/05/2015 05/07
(WORKS)

S27-014

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12/06/2015

Rs. 40000 /-

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ENQ. DUE DATE :
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AS PER CLAUSE (6) OVERLEAF

BANK GUARANTEE

AS PER CLAUSE (3) OVERLEAF

SL.NO.	DESCRIPTION OF WORK (Annexure - I)	UNIT	QUANTITY	RATE / UNIT (R)
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- 26 Deduction will be made proportionately from the contractor's bills, for non-availability of the vehicle for more than fifteen minutes during working hours, due to break-down or damage to the vehicle or injury to his helper / cleaner. If there is any shortfall of work on any day during the month, proportionate deduction will be made from the contractor's bills
- 27 In case the contractor is not able to arrange the vehicle and helper / cleaner for BHEL work due to some reasons or others, BHEL apart from having the right to deduct partly or fully of the motor vehicle rate, additional charges are to be borne by the contractor, if BHEL arrange the vehicle and helper to maintain the continuity of the work.
- 28 No wage increase is allowed during the contract period. The rate should be FIRM throughout the tenure of the contract. There will be no price variation on account of any increase of diesel price or any other spares parts and consumables during the tenure of the contract. The rate is inclusive of any taxes and duties levied or to be levied both by central and state government transport authorities. such levies should be borne by the contractor. The rate quoted is to be inclusive of all operational expenses.
- 29 Rates are to be quoted per man days only. For slno 1: per vehicle with one driver and one helper per one day. (one day means 08.30 hrs to 18.00 hrs). For slno 2: per trailer vehicle should be quoted
- 30 The contractor will have to work in any or all the shifts during the 24 hours as directed by the officials of stores /SSTP.
- 31 This enquiry is being sent to you with an expectation that you will quote positively with reasonable rates. In case you are unable to quote for this tender you may express the same with reasons in a letter, before the opening of the tender.
- 32 BHEL's Corporate Identity Number is L74899DLI964G0I004281.
- 33 This enquiry is floated in TWO BID system.
- 34 Annexures i, ii, iii, iv & V will form part of this enquiry.
- 35 YOU MAY CONTACT SHRI.M.PANNEER SELVAM /SENIOR ENGINEER / STORES / SSTP, AT 0431 257 8578 FOR ANY TECHNICAL CLARIFICATIONS IF NEEDED BEFORE SUBMITTING YOUR OFFER.

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Yours faithfully,
For **BHARAT HEAVY ELECTRICALS, LIMITED**

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ANNEXURE - II GENERAL CONDITIONS

1. DEFINITIONS

Throughout these conditions and in the specification in the terms :

- (a) " **THE CONTRACTEE**" means the "Bharat Heavy Electricals Limited" acting through the General Manager, Seamless steel tube plant, tiruchirappalli - 620 014. unless the context otherwise provides.
- (b) " **The CONTRACTOR**" means the person/ firm or company, with whom the order for the WORKS is placed and shall be deemed to include the contractors successors (approved by the Contractee) representatives, heirs executors and administrators as the case may be unless excluded by the terms of contract.
- (c) " **DRAWINGS**" means the drawing exhibited or provided for the guidance of the contractor.

II EXECUTIONS

The Whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the contractee, or the inspection. Officer who shall have power to reject any of the works of which he may disapprove: and his decision thereon and any question as to the true intent and meaning of the specifications of drawing of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alteration if any to be made during the progress of works and should these alteration be such that either party to the contract considers an alteration in the charges justified, such alteration shall not be carried out until amended by the contractee. If the contractor proceed to carryout work without obtaining the consent of the contractee in writing to an amended cost for the alteration works, the contractor shall be considered responsible by the contractee.

III FORCE MAJEURE

If at any time during the continuance of this contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, acts of public enemy civil commotions, sabotage, fires, floods, explosions, edidemic quarantine restriction or acts of god (here in referred to as events) then provided the notice of the happenings of any such evenets is given by either party to other party within 21 (twenty one days from the date of occurance thereof, either party shall be reason of such event not be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non - performance and delay in delivery under the contract shall be resumed as soom as practicable after such event has come to an end or ceased to exist and the decision to the contractee as to whether the delivers, have been so resumed or not shall be final and conclusive. If the performance in whole or party of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of times shall be granted for period considered reasonable by the contratee subject to prompt notification by the contractor to the contractee of the particulars of the event and supply to the contractee ifrequired of any supporting evidence. Any waiver of time in respect of partial instalments shall not be deemed to be a waiver of time in respect of remaining deliveries.

IV TERMINATION OF CONTRACT

If as a result of difficulty in procurement of raw materials or due to force majeure reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the contractee, extension of time may be granted by the contractee to the extent considered necessary. Should there be delay in supply beyond the extended date of delivery, it shall be open to the contractee to terminate the contract in part or full and make other arrangement for executing the works elsewhere at the cost and risk of the contractor.

V INTERPRETATION

Any dispute or difference of opinion in respect of the interpretation, effect or application of this particulars condition of the contract or of the amount recoverable hereunder from the contractor shall be decided by the Contractee and the decision shall be final and conclusive.

VI ARBITRATION

In the event of any question of dispute arising under these conditions or in connection with this contract (except as to any matters) the decision of which is specially provided for in these conditions the matter in dispute shall be referred to two arbitrators, one to be nominated by the contractee and one to be nominated by the contractor, or in the case of said arbitrators not agreeing then to an umpire to be appointed by the arbitrators in writing before proceeding in the reference and the decision of the arbitrators or in the event of their not agreeing the decision of the said number shall be final and conclusive and the provision of the Indian arbitration Act, 1940 and the rules there under and statutory notification thereof shall be deemed to supply to and be incorporated in the contract. The venue of any such arbitration shall be in Tiruchirappalli (TamilNadu)

VII. BOOK EXAMINATION CLAUSE

1. The contractor shall, whenever required produce or cause to be produced for examination by any officer of the contractee, authorised in that behalf any cost of other account book or account voucher, receipt letter, memorandum, paper or writing or any copy of extract from any such document and also furnish information and returns verified in such a manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such officer to the contractee on the question or relevency of any document information of return being final and binding on the parties) the obligation imposed by this clause without prejudice to the obligation of the contract / or under any statute rules or binding the contractor.

2. The contractor shall if the authorised officer or the contractee so requires (where before or after the prices have be finally fixed) afford facilities to the officer of the contractee concerned to the visit the contractors works for the purpose of examing the process of manufacture and estimate or ascertaining the cost of production of the articles, if any portion of the work be carried out by a sub- contractor of any subsidiary or an allied firm, or company, the authorised officer of the contractee shall have power to secure the books of such sub contract, or any subsidiary or allied firm or company shall be open to his inspection.

VIII. SET-OFF-CLAUSES

Payment shall be subject to the dedution of any amount for which the contractor is liable under this contract, or any contract in respect of which Bharat Heavy Electricals Ltd., Tiruchirappalli - 620 014, TamilNadu is the contractee.

IX. DELAYED EXECUTION, FAILURE AND TERMINATION OF CONTRACT

The time for and the date of delivery of work stipulated shall be deemed to the essence of the contract and delivery must be completed not later than the date as specified. If the contractor fails to deliver the equipments or instalments thereof within the period fixed for such delivery or at any time repudiate the contractee may recover damages for breach of contract as under.

- i. Recover from the contractor as agreed liquidated damages a sum equivalent to 1/2% per week, of the work value, for the work delayed or part thereof where delivery for each work is accepted after the expiry of the delivery period.
- ii. Sub - contract the work else where without notice to the contractor the work not so delivered without cancelling the contract in respect of instalements of work not yet due for delivery.
- iii. Cancel the contract or a portion thereof and if so desired sub contract the work else there at the risk and cost of the contractor.
- iv. Contractee will have no liability to any stoppage in the work resulting in the labour of the contract being idle either due to the above mentioned work or break-down of the erection equipment tools and tackles to be supplied by BHEL., if any or due to other causes arising from the manner of executing the work.

X. LAWS GOVERNING THE CONTRACT

- i. The contract shall be governed by the laws of government of india in force.
- ii. Irrespective of the place of execution of the contract, the contract shall be deemed to have been made the place at which the acceptance of the tender has been issued.

XI. JURISDICTION OF THE COURT

The court of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide dispute arising out of or in respect of this contract.

XII. OTHER CONDITIONS

- i. While executing the said work the contractor shall adhere to safety regulations and provide safety measures as per the enclosed annexure the violation of this will lead to punitive action on the contractor.
- ii. The contractor is required to get endorsement by the security at SSTP Main gate for the entry of each material covered under the contractors scope of supply and the same is to be submitted along with the bill for processing the same.

Bharat Heavy Electricals Limited
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPPALLI – 620 014
PURCHASE AND CONTRACTS
ANNEXURE – III
General conditions of safety.

- 1 The contractor should follow all the safety rules and instructions issued by the management from time to time.
- 2 All the contract workmen must be briefed about their work nature and hazards involved, in advance.
- 3 The Contractor shall provide all safety devices and personal protective equipment to their workmen at their cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- 4 All electrical appliances must be provided with earthing arrangement
- 5 Portable grinders must have guard.
- 6 All the hand tools must be in a good condition.
- 7 Material handling activities should be done only by competent / experienced persons.
- 8 **NOTICES OF ACCIDENTS:** In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen"s Compensation of accident as per the Act.
- 9 In case of accidents, injured person must be referred to outfield Medical Centre for First Aid treatment. The supervisor or the Contractor should accompany the injured person along with injury report or letter from respective department.
- 10 Fire precaution must be strictly adhered to.
- 11 Any untoward incident should be reported to Safety Engineering Department immediately.
- 12 Women worker are not allowed to work after 6 PM
- 13 Ensuring proper lashing of the components while being transported in vehicles.
- 14 The vehicle must have side supports or have body to support the materials conveyed.
- 15 Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
- 16 Materials should not be allowed to extend or overflow over the sides of the vehicle.
- 17 Driver must have the proper licence.
- 18 Vehicle must not be over-loaded than the prescribed.
- 19 Red flags and lights for parts projecting from the body of the vehicles must be provided.
- 20 The speed restriction within the factory premises must be strictly adhered to.
- 21 The gas cylinders must always be handled on trolleys or kept tied down when not in use. They should never be rolled or used as roller for conveying. They should not be used without regulators. The gas cylinders should not be left on the roads or at work centre after completion of work.
- 22 Gas cylinders with proper caps only will be allowed inside the factory for works.
- 23 All excavations must be barricaded and red lamps must be provided.
- 24 The Contractor and his workmen should cover under Employees State Insurance Scheme in addition to other insurance benefits.
- 25 Contractors should engage workers of age of 18 years and above.
- 26 **HOUSE KEEPING**
 - a) The Contractors must try to kept their work areas neat and clean.
 - b) All unwanted materials should be removed then and there.
 - c) The work area must be made clean after completion of work.
 - d) The waste and other scrap materials should be put into the respective bins.
 - e) The drying of personal clothing inside the plant it prohibited.
- 27 **PERMIT SYSTEM**

Working above 3 meter elevavtion is considered as **WORKING AT ELEVATION** for which proper care has to be taken y the contractor for the safety of their crew. Necessary safety belt or life line, working platform with toe – board and handrail should be provided for continuous working at heights.

Before starting the work at height (above 3 mtrs), the Contractor must obtain permit to work from all the agencies concenterd including Safety Engineering Department.

Before entering into confined space, a clearance should be obtained from Safety Engineering Department. Such work should be carried out in the presence of a responsible person.

While carrying out welding or gas cutting work inside cellars and tunnels, Fire Service section should be kept informed.

The contract workmen should not be allowed to enter hazardous and prohibited areas without permission from respective department.


Contracts Executive.

Annexure - IV
SPECIAL TERMS AND CONDITIONS OF Enquiry

- 1 The Contractor shall in respect of personnel employed by him either directly or through subContractors, comply with or cause to be complied with following statutory provisions and rules and regulations in regard to all matters provided therein. a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules including Tamil Nadu Contract Labour Rules 1975, b) The minimum wages Act 1948 and the related rules including Minimum wages act of Government of Tamil Nadu, c) The payment of wages Act 1936 and the related rules, d) The Factories Act 1948 and related Tamil Nadu Rules.e) The Employees' Provident Fund & Miscellaneous provisions Act 1952, f) The Employees State Insurance Act 1948, g) Workmen Compensation Act 1923, h) Payment of Bonus Act 1965, i) Maternity Benefit Act, 1961, j) Payment of Gratuity Act, 1972, k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979, l) Equal Remuneration Act, 1976, m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel), n) The Industrial Disputes Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.
- 2 Contractor should have separate Registration Code No. for ESI & EPF. Documentary evidences (Xerox copies – attested) for PF, ESI registration etc., should be furnished without which it will not be taken into account.
- 3 The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration Number / Enrolment Number before executing the contract work.
- 4 The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the BHEL Management before taking up the work.
- 5 The contractor should maintain a Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
- 6 The contractor may be called upon any time with in the contract period. Contractor must be willing to work at any time including Sundays and Holidays. For which advance intimation will be given one day prior to Holiday / Sunday.
- 7 The contractor shall get the contract labour engaged by them insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)
- 8 SSTP/BHEL, Trichy reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
- 9 Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account.
- 10 If a Contractor withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
- 11 Service tax / works contract taxes / VAT if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be Considered as 'all inclusive'.
- 12 The proof of execution of work should be submitted along with each bill (in Triplicate) (printed form with covering letter and proof for execution of work) and Payment will be made only on the submission of necessary certificate duly signed by area Executive / officer.
- 13 The Minimum Wages as prescribed by the State Government and Central govt. from time to time and an additional Payment of Rs.3200/3700/4100 for unskilled/semiskilled/skilled workers respectively, as per BHEL Corporate Guidelines should be paid to the contract Workers. The Wages and Attendance Registers should be produced to Welfare Section every month.
- 14 The copy of disbursement of salary statement of the workers duly certified by the area in-charge / officer and the related Challans for the remittance of PF@13.61% and ESI @ 4.75% contribution of the workers engaged by the contractor along with the Contractor's contribution should be submitted every month to the Contract Cell of the Personnel Welfare Department.
- 15 Bonus @ 8.33% (minimum) of the total wages is to be paid to all the contract workmen.
- 16 Payment will be effected for 90% after successful completion of the subject work on pro rata basis and 10% will be with held towards balance 50 % of security deposit. Security deposit will be refundable after 30 days of work completion after recovery if any.
- 17 Payment will be made on monthly basis. For this purpose, a LOG BOOK should be maintained by the Contractor, and the signature should be obtained daily (Shift wise) from the Shop-in-charge / Authorised Executive of User Area. The User Area will certify the Work (Xerox copy of Log-Book to be enclosed) as per the contract to enable MM / contracts to forward the bill on monthly basis on verification to Accounts department for payment. Taxes, if any will be recovered from the bills at sources.
- 18 **E – PAYMENT** : With the advent of electronic mode of funds transfer for effecting payments, we request you to fill up the format attached and get it endorsed by your banker and submit to us as to release the payment thro' RTGS.
- 19 **EMD (Earnest Money Deposit)** in the form of Demand Draft in favour of "BHEL Trichy", payable at SBI Kailasapuram, Trichy-14, shall be enclosed along with the Quotation. Offer without EMD is liable for Rejection. EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- 20 **Security Deposit**: 50% of security deposit will be collected from the successful tenderer before start of the work, in the form of Demand Draft in favour of " BHEL / TIRUCHY "... and the balance will be recovered from the running bills. The rate of Security Deposit will be as below: 1) Up to Rs.10 lakhs – 10% of WO Value. 2) Above Rs.10 lakhs up to Rs.50 lakhs -Rs. 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs. 3) Above Rs.50 lakhs – Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs. The EMD paid at the time of tender will be adjusted as part of the Security Deposit.The security deposit shall not carry any interest.
- 21 **REFUND OF SECURITY DEPOSIT** : The Security Deposit mentioned above may be refunded to the Contractor, after 30 days of work completion / Guarantee period if any. For that, the contractor shall submit a claim letter stating the balance SD amount to be received, along with "NO DUE CERTIFICATE" duly signed by area Executive / officer.
- 22 Contractors should quote for all enquiry items, other wise it is liable for rejection. All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned. Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final.


Contracts Executive

ANNEXURE - V**TWO BID system** (including REVERSE AUCTION (RA))

- 1 This Tender is floated on TWO-BID System.
 - 1 Tenderers are requested to submit their Offers in TWO-BID basis, viz.,
 - 1 Part I..... Technical and Un-Priced Commercial Bid
 - 2 Part II..... Price Bid
 - 2 Both the above Bids are to be submitted before 14.00 hours (Indian Time) on Tender Due Date, as detailed under Point 3.
- 2 Above Bids are to be submitted in sealed-covers as detailed below :

1. Technical and Un-Priced Commercial Bid :

- 1 Shall contain complete Scope of Supply with all Technical details, Specifications, Delivery and other Commercial Terms and Conditions.
- 2 Shall contain all Commercial Conditions, like Payment Terms, Delivery Terms, Taxes, Duties, Delivery Schedule, Offer Validity, EMD demand draft
- 3 Price columns are to be filled-in only as 'QUOTED' ::

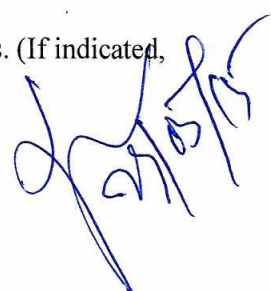
Enq.SI.No.	BHEL Description of work.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
..	QUOTED	QUOTED
- 4 Shall contain Point-wise confirmation for all Enquiry Clause Nos., TDC Clause Nos., and other attachments, if any.
- 5 If any deviation is taken, Technical or Commercial points, the same shall be clearly highlighted in the Offer with Enquiry Clause No(s). and its attachments. Otherwise, it shall be construed by BHEL that the Tenderer is complying with all Enquiry Clauses in full.
- 6 Any request for modification/change of Technical / Commercial points shall be entertained only before they are frozen..

2. Price Bid :

- 1 Shall contain following details only.

Enq.SI.No.	BHEL Description of work.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
..

- 2 Wherever required / possible, Break-up-Price details are to be furnished.
- 3 This Bid shall NOT contain any Technical and/or Commercial Conditions. (If indicated, such terms shall not be taken into consideration).



3. Details for submitting the Offer :

1 Cover No.1 – Technical and Un-Priced Commercial Bid :

- 1 Put the Technical & Un-Priced Commercial Bid inside Cover No.1 seal it.
- 2 **Mark Cover No.1 as : “Part - I-- TECHNICAL AND UN-PRICED COMMERCIAL BID”** and write the **Tender No., Tender Date, Tender Due date, Address of Tenderer..**

2 Cover No.2 -- Price Bid :

- 1 Put the Price Bid inside Cover No.2 and seal it.
- 2 **Mark Cover No.2 as : “Part - II - PRICE BID”** and write the **Tender No., Tender Date, Tender Due date, Address of Tenderer..**

3 Cover No.3 -- EMD :

- 1 Put the Demand Draft towards **EMD inside Cover No. 3 and seal it and** specify the tender No.& Date and Due Date duly superscripting the cover AS “EMD”.

4 Cover No.4 -- Techno-Commercial Bid & Price Bid & EMD:

- 1 Put Cover No. 1 and 2 & 3 inside Cover No.4 and seal it.
- 2 Mark Cover No. 4, with Tender No., Tender Date, Tender Due date, Address of Tenderer.
- 3 Address the Cover No.4, to " Manager / Contracts, SSTP / BHEL, Tiruchirapalli-620014,Tamilnadu, INDIA."

4. Tender Opening :

- 1 On the Tender Due Date, Technical and Un-Priced Commercial Bid shall alone be opened, in presence of Responded Tenderers / their Authorized Representative, who may like to be present for Tender opening..
- 2 Clarifications / Confirmations, if any, required by BHEL for Technical / Commercial evaluation , shall be sought from Bidders before opening the Price Bid.
- 3 Price Bid of Technically suitable Bidders alone would be opened, on a pre-determined date, in presence of the Responded Tenderers / their Authorized Representative, who may like to be present for such opening.

5. General :

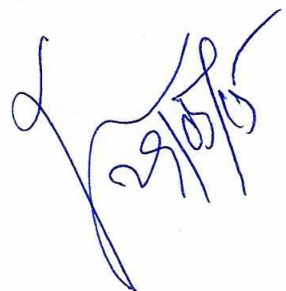
- 1 Incomplete Offers shall be liable for rejection.



- 2 **Fixed Price** : Bidder shall quote only Fixed Rate / Price and not subject to any escalation whatsoever during the period of Bid Validity and execution of Purchase Order. Any Bid with adjustable or price variation clause shall be treated as 'Non-Responsive' and liable for rejection. Prices shall be written both in numbers and words. In the event of any difference, the price in words shall be valid and binding. Unit Rate shall only be considered as correct and valid, which shall be taken for further consideration.
- 3 **Taxes and Duties** : Service tax / works contract taxes / VAT if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be considered as 'all inclusive'. (Offer shall carry clear details of Tariff Heading No. and applicable Rates)
- 4 **Validity** : Offer shall be kept valid for acceptance for a period of 60 days (sixty days) from the date of opening of the Technical & Un-Priced Bid.
- 5 **In case BHEL decides NOT to resort for RA, Price Bids and Price-Impacts, if any, already submitted by Bidder and available with BHEL, will be opened, as detailed under Point 5 above.**

6. Information and General Terms and Conditions governing RA, are detailed below:

- 1 Technically and Commercially acceptable Bidders shall only be eligible to participate in the RA.
- 2 BHEL will engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
- 3 Eligible Bidders will be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
- 4 RA Business Rules, like Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. will also be communicated through the Service Provider for compliance by Bidders.
- 5 Vendors have to FAX the Compliance Form in the prescribed format (to be furnished by the Service Provider), before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
- 6 BHEL will provide the calculation sheet (EXCELL sheet) through the Service Provider, which shall be helpful to arrive at "TOTAL COST TO BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
- 7 RA will be conducted on a pre-determined Date and Time.
- 8 At the end of RA, the lowest Bid Value will be known on the Network.



- 9 Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.

- 10 Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical to the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

.....oo0oo.....

A handwritten signature in blue ink, consisting of several loops and a long vertical stroke, positioned to the right of the dotted line.