

BHARAT HEAVY ELECTRICALS LTD.
MACHINE SHOP CFFP, HARDWAR

To be submitted along with Prequalification - Technical Bid

TENDER FORM

NAME OF CONTRACTOR	
TENDER NOTICE NO.	CFF/RMS/WC/02/2015-16
APPROX. VALUE OF CONTRACT	Rs. 69.10 Lacs (APPROX.)
LAST DATE FOR SALE OF TENDER	16.10.2015 UP TO 12.00 PM (NOON)
LAST DATE FOR RECEIPT OF TENDER	17.10.2015 UP TO 2.30 PM
TIME & DATE FOR OPENING OF TENDER	17.10.2015 AT 3.00 PM
AMOUNT OF EARNEST MONEY : in favour of Sr. Account Officer (Cash), CFFP, BHEL, Ranipur ,Hardwar	Rs. 150000/- (ONE LAKH FIFTY THOUSAND) TO BE PAID ALONG WITH THE TENDER FORM IN, PAY ORDER OR DEMAND DRAFT ONLY. “ANY ONE TIME EMD IS ACCEPTABLE”
PLACE OF OPENING OF TENDER	MACHINE SHOP OFFICE BUILDING,CFFP,BHEL,HARDWAR
PROPOSED PERIOD OF THE CONTRACT	ONE YEAR
NAME OF THE WORK	Machining of castings & forgings
DESCRIPTION OF WORK	AS PER ANNEXURE-B

1. Name and Address of the Contractor.
2. Status (whether Individual / Partnership Firm or Company) Photocopy of the Partnership Deed.
3. Reference of any other Contract with BHEL.
4. Approx. No. of workmen proposed to be employed for the work. (Information Required for the purpose of Contract Labour etc)

Name & Signature of Contractor
With Date & Seal

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

(Contractor is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete)

SL. NO.	PARTICULARS	DETAILS
1	NAME OF THE CONTRACTOR	
2	ADDRESS OF THE CONTRACTOR	
3	TELEGRAPHIC ADDRESS PHONE NO. FAX NO. E-MAIL ID	
4	NAME/DESIGNATION & ADDRESS OF THE OFFICIAL OF CONTRACTOR TO WHOM ALL THE REFERENCES SHALL BE MADE.	
5	NAME & ADDRESSES OF DIRECTORS/ PARTNERS/PROPRITERS	
6	EARNEST MONEY DEPOSITED DETAILS NO.....DATE.....	YES/NO BANK DRAFT/PAY ORDER
7	VALIDITY OF OFFER/RATES QUOTED SHOULD BE VALID FOR ORDERING UPTO 180 DAYS FROM THE DATE OF OPENING OF TENDER, TO REMAIN FIRM DURING THE CONTRACT PERIOD IF AWARDED	VALID FOR SIX MONTHS FROM DATE OF PRICE BID OPENING
8	DETAILS ABOUT TYPE OF THE FIRM IN CASE OF PARTNERSHIP FIRM, PARTNERSHIP DEED TO BE SUBMITTED.	
9	AUTHORITY LETTER OF PERSON IF DOCUMENTS NOT SIGNED BY AUTHORISED PERSON	YES/NO
10	ANY LEGAL DISPUTE PENDING BETWEEN CONTRACTOR & BHEL OR PUBLIC SECTOR UNDERTAKING WITH DETAILS.	YES/NO
11	SUBMITTED PROOF OF REGISTRATION IN THE NAME OF HIS FIRM FOR PF, ESI, SERVICE TAX REGISTRATION (WHICH ARE MANDATORY)	YES/NO
12	COPY OF INCOME TAX RETURNS SUBMITTED FOR LAST ASSESMENT YEAR	YES/NO

Note:

1. Self attested photo copy of the documents should be submitted by the contractor along with Prequalification- Technical bid
2. All the reference & details should be filled in neatly in the above statement.

**Name & Signature of Contractor
With Date & Seal**

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FROM.....

.....

.....

TO

DGM

Machine Shop

CFFP BHEL

Ranipur, Hardwar

Subject: MACHINING OF CASTINGS & FORGINGS (SCOPE OF WORK As per Annexure- B)

I/we here by submit my/our quotations for the above noted work in accordance with the terms & conditions mentioned in the aforesaid documents.

I/we also forward herewith a sum of Rs..... (Rs) vide Bank Draft/Pay order No..... Dt..... issued by.....in favour of Sr. A.O (Cash) CFFP, BHEL Ranipur Hardwar and payable at Hardwar towards earnest money to be utilized in accordance with conditions mentioned in the documents enclosed.

I/we also agree to refer all disputes in respect of this Tender or consequent contract to arbitrator to be nominated by Head of the BHEL/CFFP Hardwar his sole decision shall be final and binding on us.

BHEL's decision in respect of acceptance/rejection of tender in part or full shall be binding on us BHEL's decision in respect of award of Contract in part or full shall be binding on us.

Yours faithfully

Name of the Contractor with
Signature and full Name

**BHARAT HEAVY ELECTRICALS LTD
UNIT: CENTRAL FOUNDRY FORGE PLANT
RANIPUR – HARDWAR**

INSTRUCTIONS AND GUIDELINES TO TENDERERS

1. RECEIPT AND OPENING OF TENDER

1.1 Sealed tender will be received on behalf of DGM (Machine Shop), CFFP from the bonafide Contractors with sufficient experience of doing such work as per Clause (6.0) i.e. Prequalification – Technical bid.

1.2 The Tender is to be submitted in two parts:

(A) Part –I (Pre qualification –Technical Bid)

Bid with documents fulfilling the pre-qualification criteria as per Clause 6.0 (page 7) of

Instructions & Guide lines to tenderers of the tender documents **(In Separate Sealed Envelope for Pg nos**

1 to 13)

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(B) Part – II(Commercial Bid/Price Bid) **(As per Annexure A)**

Bid giving rates as per annexure 'A' **(In Separate Sealed Envelope)**

The Part–I & II should be submitted in separate sealed envelopes there after both the envelopes should be kept in one envelope duly sealed. All envelopes should be sealed and should be super-scribed with Tender No. & due date. Similarly envelope of part – I & II should be super-scribed with Tender No. & due Date and Pre-qualification bid/Price bid etc. The Pre-qualification bids will be first opened & discussed and technically acceptable tenders will be finalised.

The Price Bid will be opened only of Technically Qualified Tenderers.

L-1 status shall be decided taking rates as per annexure – A

1.3 Tender shall be opened in the presence of parties, who wish to be present on the occasion.

2.0 MEASUREMNT OF WORK EXECUTED

2.1 Inside Plant premises tools, templates, handling equipments, accessories & other machine tools shall be provided by BHEL as & when required.

2.2 Contractor has to fulfill all the shop's requirement depending upon urgency of work to meet delivery commitments.

2.3 Calculation of chips generation shall be based on technological weight of the jobs. Tonnage will be calculated at the end of every month Calculation & judgement of CFFP/BHEL shall be final.

3.0 PERIOD OF CONTRACT

3.1 Validity of contract shall be for 1(one) year. However BHEL reserves the right to extend the contract, reduce the time period or terminate the contract

**Name & Signature of Contractor
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- 3.2 BHEL reserves the right to amend the quantity & value of contract at the same rate ,terms and conditions
- 3.3 Performance of the contractor during the execution of the contract shall be reviewed .If found unsatisfactory contract is liable to be terminated

4.0 AGREEMENT

The successful tenderer will have to execute an agreement with BHEL/CFFP-Hardwar before the start of the work awarded as per contract & accepted terms & conditions

5.0 EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be paid by pay order or by Demand Draft only issued by any National Bank in the favour of Sr.A/c.Officer (Cash) of CFFP/BHEL, Ranipur ,Hardwar, and Payable at Hardwar.

In case of successful tenderer the Earnest Money will be converted towards the security deposit in respect of the tender and will be refunded after completion of the work

- 5.1 EMD by the Tenderer will be forfeited if, i)after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.

- 5.2 Amount of Security Money to be deposited for proper fulfillment of contract will be as follows:

Up to Rs. 10 Lakhs	- 10%
Above Rs. 10 Lakhs up to Rs. 50 Lakhs	- 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

The Security deposit should be submitted before start of the work by the contractor.

- 5.3 The successful tenderer shall on the receipt of the acceptance of his tender, deposit with (Finance)CFFP a Sum which will, with the amount of Earnest Money already deposited by him along with tender makes up to 50%(Fifty percent) of the full security deposit as specified above.
- 5.4 For remaining 50% of Security deposit, BHEL/CFFP shall be further entitled to deduct 10% of all money payable to the contract or until such deductions with the security money already deposited by him will make up the full security deposit.
- 5.5 The Security deposit will be retained by BHEL/CFFP as a Security for due fulfillment of the contract.

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5.6 The Security Deposit and any other amount accruing to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract or will be set off against any claim or expenditure incurred by BHEL/CFFP on account of acts of commissions/ commissions on the part of contractor.

5.7 All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or released by the sale of Security or from the interest arising there from or from any sum which may be due or become due to the Security deposit being received by reasons of such deductions or sale as aforesaid. The contractor shall within ten days make good in cash or security endorsed as aforesaid, any sum by which the Security has been reduced.

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Clause No.6

PRE-QUALIFYING CRITERIA

This section details minimum requirement on part of the bidder for the works contracts for “Machining of castings & forgings”~ CFF/RMS/WC-02/2015-16 in Machine Shop. In general, the bidder must satisfy following criteria:

1. Average annual financial turnover for the last 3 financial years ending 31st March (i.e. for the financial years 2012-13, 2013-14 and 2014-15), must be not less than Rs 21 Lakhs.
2. Bidder must submit proof of having carried out successfully work of similar nature during last 7 years ending last date of the month previous to the one in which NIT for this work is issued. Similar work means rough machining operations viz. turning, facing, boring, grooving on Lathe machines, Vertical Boring Machines, Horizontal boring machines for medium & large size castings & forgings of intricate profiles (Job weight ranging from 2MT to 25MT). The value of such works must be:
Not less than Rs 28 Lakhs for each of minimum three similar completed works with any organization of repute but not the bidders own organization
OR
Not less than Rs 35 Lakhs for each of minimum two similar completed works with any organization of repute but not the bidders own organization
OR
Not less than Rs 56 Lakhs for each of minimum one similar completed works with any organization of repute but not the bidders own organization
As a proof, completion/commissioning/performance certificate(s) from the original client(s) must be submitted. Any work supporting or facilitating to above work will not be considered.
3. **Compliance to Govt. Rules:** The bidder must have proper registration for PF, ESI, Income Tax, Service Tax etc. as per Govt. Rule. The bidder shall also have to comply with the Government as well as BHEL rules and regulations. Bidder has to fill & submit the enclosed Performa.
4. Documents supporting the aforementioned qualifying criteria MUST be submitted by the bidders along with the Techno-Commercial Bid. **If it is found at any time that the particulars submitted by the contractor are false, suitable action will be taken. This may lead to cancellation of contract/registration from all the BHEL units & forfeiting of Earnest Money Deposit (EMD) /Security Deposit (SD).**
5. Bidder must submit Earnest Money Deposit (EMD) along with Techno-Commercial offer. In case the EMD is not submitted with techno-commercial offer or less than that specified in NIT, tender will be rejected without any prior notice and any amount deposited will be forfeited.

NOTE:

- 1- Work/Documents submitted may be verified by contracting department & in case of any discrepancy/hiding of information/false declaration, offer shall be rejected.
(All the documents submitted for above must be self attested)

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Following checklist to be filled by the bidder.

Sl. No.	Required Data	To be filled by the bidder	Remarks of Bidder for supporting documents (Enclosed/Not Enclosed)
1.	PF Registration No		
2.	Service Tax Registration No		
3.	PAN No.		
4.	ESI Registration No		
5.	Documents as per clause 1		
6.	Documents as per clause 2		
7.	Documents as per clause 3		
8.	Average Turnover of last three years 2012-13 2013-14 2014-15		
9.	Value & Year of Similar Contract/s Work Order as per clause 3		
10.	Earnest Money (DD No.)		

**Name & Signature of Contractor
With Date & Seal**

SPECIAL TERMS AND CONDITIONS OF THIS CONTRACT

1	The Contractor should give the confirmation of the acceptance of each clause mentioned in the tender document. Tender will be rejected in case of non acceptance of any clause by the tenderer.
2	Any injury to the staff/labour of the contractor caused due to work being done by the contractor will be the sole responsibility of the contractor
3	The contractor shall give the payment to labour at the rate notified for un skilled, semi-skilled & skilled by BHEL (not state Govt. notified rates) from time to time every month. They shall deposit PF and ESI in the name of labour as per BHEL rule in the name of labour engaged on monthly basis. Mode of payment to labors shall be decided by BHEL and it will be binding on contractor in all cases. Mode of payment shall be “e-payment” until unless contractor is instructed for other modes of payment by BHEL.
4	The contractor will have to pay to the labours engaged by him at minimum wage decided by BHEL HR from time to time (not State Govt. declared rates) as applicable for UnSkilled,Semi Skilled and Skilled Labour.
5	Minimum required <u>labors</u> are to be deployed in this contract (USW, SSW & SW) on daily basis. In case of failure, BHEL reserves the right to cancel the contract without any financial liability. Decision of Head of Department (Machine Shop) shall be final and binding in this regard. BHEL also reserves the right to short close the contract giving 30 days notice without any financial implication on either side
6	Payment of wages to the labours should be made in the respective bank accounts of the labour by 7 th of next month. PF & ESI deposit statement is to be got verified by BHEL officers before actual deposit. Copy of PF and ESI deposit slip/challan to be submitted to BHEL by 7 th of next month for record. Contractor’s bills will be verified and forwarded for payment only after that. Before submission of bills every month proof of having deposited Service Tax last month will have to be submitted.
7	All payment regarding Bonus, leave etc as per various acts are to be made through e-payment /Bank transfer in the respective bank accounts of the labourers.Decision of BHEL for “mode of payment” shall be binding on contractor.
8	The above work will be awarded to the contractor who will quote the L1 rates.
9	All existing labour and other related/statutory laws shall be complied with.

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GENERAL TERMS & CONDITIONS

- 1) BHEL shall have the privities of the contract with contractor only and will give instructions to the contractor or his authorized representative. BHEL has nothing to do or concerned with the employment of workmen 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 contract executing officers of BHEL and will interact on matters relating to the work awarded under this contract. And deploy adequate equipment and man power as per their instructions
- 3) In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory/deficient BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three working days time failing which, BHEL reserves the right to terminate the contract without any further reference. In such an event, no damages will be payable for short closure of the contract. The BHEL shall have the right for risk purchase clause.
- 4) The Contractor shall deposit an amount of as per clause 3.2 as security to BHEL pay order/bank guarantee (subject to maximum 50%) DD issued by Bank acceptable to BHEL or FDR in the name of the Contractor A/C – BHEL duly discharged on the back. EMD deposited can be converted/adjusted in to security deposit. Security deposit can also be recovered @ 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 50% from the running bills. This Security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it subject to payment of final Bill after deduction on account of company dues and non-deposit of statutory dues, production of No Demand Certificate and fulfillment of Guarantee/Warrantee, if any. (No interest shall be payable on the security deposit.)
- 5) The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- 6) Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 7) The contract will be valid for one year from the date of issue of Work-Order /PO. BHEL reserves the right to extend the contract on mutually agreed terms and conditions.
- 8) 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 Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitration to any arbitrator to be appointed by the head of CFFP/BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hardwar (Uttarakhand) in India. The Award to be given by the Arbitration shall be a speaking award. The questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Hardwar Courts.

**Name & Signature of Contractor
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CONTRACTOR'S OBLIGATIONS

To be submitted along with Prequalification - Technical Bid

A) CONTRACTUAL

- 1) Contractor shall ensure that adequate no. of workmen are deployed for execution of the Work awarded to him from time to time ensuring uninterrupted working. However Minimum work men as define in special condition of contract should be deployed on daily basis.
- 2) Contractor and or his authorised supervisor should be available at all time to supervise the work allotted to him.
- 3) Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and Contractor should ensure that all the workmen are having Police verification and are member of the PF / ESI scheme. Such workmen should possess requisite skill & experience. For carrying out work as define in scope of work of contract
- 4) Contractor to maintain appropriate records under labour laws of his workmen.
- 5) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his workmen.
- 6) In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately.
- 7) Under no circumstances the contractor will sub-contract the job.
- 8) Contractor will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his workmen or any damage of material during shifting.
- 9) Contractor should ensure proper safety of all workmen his equipments, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.
- 10) The Contractor shall ensure that all his workmen wear the required personnel protective equipment while working on the jobs. The contractor shall ensure to provide all safety precautions for prevention of accident of his workmen.
- 11) In case of any accident it will be the sole responsibility of the contractor to provide necessary medical aid to his injured workmen and liaison with the concerned authority's i.e. ESI etc.
- 12) Up keeping and maintenance of all tools & tackles issued to contractor will be the responsibility of the contractor. Any loss or damage of the same will be recovered from the contractor.
- 13) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.

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B) TOWARDS STATUTORY LIABILITY

- 1) All statutory requirements under Minimum Wages Act, 1948, Payment of wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act, 1948, The Contract Labour (R & A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act, and all other applicable Acts shall be complied with by the Contractor. Minimum wages rate as define by BHEL HR department from time to time for unskilled, semi skilled & skilled labourer working in BHEL shall be applicable and not state government define rate
- 2) Contractor shall comply with all statutory requirements, rules & regulations, and notifications in relation to employment of his workmen issued from time by the concerned authorities.
- 3) Contractor shall ensure payment of BHEL prescribed minimum wages as applicable before expiry of seventh day from the last day of wages period in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records shall be preserved for a period of 5 years and should be made available for any verification by the statutory authorities/ BHEL authorities. Contractor to issue wages slips to his workmen.
- 4) Contractor to provide PF Pass book to his workmen and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFCL.
- 5) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each workmen.
- 6) Contractor shall produce proof of deduction as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
- 7) Contractor shall furnish proper returns to the concerned statutory authorities and shall provide a copy of the same to BHEL.
- 8) Contractor shall be solely responsible for non-payment/delayed payment of Wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 9) Contract Labourer shall be paid wages as prescribed by the BHEL HR. from time to time (not state Govt. declared rates). For information, current basic minimum wage rate are

Unskilled worker (USW)	Semi skilled worker (SSW)	Skilled worker (SW)
Rs. 407.65/- Per Day	Rs. 455.23/- Per Day	Rs.499.00/- per Day

- (a) This Payment is to attract statutory payment/ PF, ESIC, BONUS & Leave etc.
- (b) Payment to Contract Labour through e-payment only by the respective contractor
- (c) The implementation of PF (through booklets), Bonus & leave elements timely submission of return and up keeping of records in various form 12,14,16 & 17 will be part of tender document.
- 10) In case the contractor fails to make payment of wages to his workmen or remittance of contribution to the concerned authorities, by the due date the security deposit/other dues/running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
- 11) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statues or any civil or criminal law in connection with workmen deployed by him.
- 12) The liability for any compensation on account of injury sustained by any workman of the contractor will be exclusively that of the contractor.
- 13) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his workmen.

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- 14) In case contractor employs Women he will discharge his obligation under law in respect of such women workers like prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leaves as per rules etc.
- 15) Contractor to obtain license under CL (R&A) Act, 1970.
- 16) Contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise in execution of his work.

C) PENALTY CLAUSE

LD/Penalty shall be applicable @1% for every 1% of the shortfall from the monthly planned tonnage subject to a maximum of 10%. of planned monthly tonnage. Monthly planned tonnage of chip generation shall be decided at the start of the month.

Signature
For and on behalf of firm/Contract

Signature
For and on behalf of BHEL, Hardwar

Name of the firm/
Contractor

Name:

Designation