



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Central Foundry Forge Plant, HARIDWAR**  
**FAX: 01334-281862**  
**Phone: 01334-284253**

**TENDER NOTICE**

**TENDER DOCUMENT NO.: FF/15/PSF/RV/WC/09**

We, Bharat Heavy Electricals Limited, a Govt. of India Undertaking under the administrative control of Ministry of Heavy Industries, intend to offload/outsourcing work of

- (i) *Knock out of Steel castings and cleaning.*
- (ii) *Shifting of Knocked-out reclaimable sand lumps from Steel Foundry to Sand reclamation plant.*
- (iii) *Shifting of Knocked-out non-reclaimable sand from Steel Foundry to specified area near by Steel Foundry (within 1 Km. range)*
- (iv) *Shifting of Knocked-out non reclaimable sand from above specified area to outside plant CFFP (within 4.5 Km. range)*

*in semi mechanized way using heavy duty equipments like excavator/loader, trailer, tippers etc as per scope of work at ANNEXURE - I*

**LIST OF DOCUMENTS ATTACHED**

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*All the parties are requested to kindly visit Steel Foundry, CFFP/BHEL Haridwar before participating in the tender for actual working. Visit shall be made on any working day between 9:00am to 4:00pm with prior intimation. For arranging visit and all other tender related queries, the party shall contact the under given office.*

*Office of AGM (SF)*

*Steel Foundry Building, Phone: 01334-284253, 281125*

*CFFP/BHEL, Ranipur, Haridwar (UK) Pin-249403*

**(Signature of contractor with seal)**

**Tender. No.: FF/15/PSF/RV/WC/09**

NAME OF CONTRACTOR	
TENDER NOTICE NO.	FF/15/PSF/RV/WC/09
APPROX. VALUE OF CONTRACT	Rs. 69 Lacs (APPROX.)
LAST DATE FOR SALE OF TENDER	9.10.2015 UP TO 12.00 NOON
LAST DATE FOR RECEIPT OF TENDER	10.10.2015 UP TO 1.30 PM
TIME & DATE FOR OPENING OF TENDER	10.10.2015 AT 2.00 PM
AMOUNT OF EARNEST MONEY**	Rs. <b>ONE LAC FIFTY THOUSAND ONLY</b> TO BE PAID ALONG WITH THE TENDER FORM IN CASH (AS PERMISSIBLE UNDER INCOME TAX ACT), PAY ORDER OR DEMAND DRAFT ONLY.
PLACE OF OPENING OF TENDER	STEEL FOUNDRY OFFICE BUILDING, PLANNING SECTION HALL, CFFP, BHEL, HARIDWAR
PROPOSED PERIOD OF THE CONTRACT	SIX MONTHS
DESCRIPTION OF WORK	ANNEXURE – I : SCOPE OF WORK & QUANTITY

**\*\*ONE TIME EMD OF BHEL IS NOT ACCEPTABLE.**

**\*\* “EMD CLAUSE IS NOT APPLICABLE FOR CENTRAL /STATE PSUs/GOVERNMENT DEPT.”**

**(Signature of contractor with seal)**

## Tender. No.: FF/15/PSF/RV/WC/09

*To be submitted along with Prequalification - Technical Bid*

### 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.N O.	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 BY CASH/BANK DRAFT/OTHERS
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 DATE 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 & BALANCE SHEETS SUBMITTED FOR LAST 3 ASSESMENT YEARS	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.

**(Signature of contractor with seal)**

FROM.....

TO

AGM  
Steel Foundry  
BHEL – CFFP  
Ranipur, Hardwar

**SUBJECT: Work of knockout& sand shifting as per ANNEXURE – I : SCOPE OF WORK & QUANTITY**

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 agree to such duration in the Bill of quantities may be ordered by you or your nominee in accordance with the terms of aforesaid documents.

I/we also forward herewith a sum of Rs..... (Rs .....  
.....) vide Bank Draft/Pay order etc No..... Dt.....  
issued by.....in favour of Sr. A.O (Cash) CFFP/BHEL 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.

**(Signature of contractor with seal)**

**INSTRUCTIONS AND GUIDE LINES TO TENDERERS**

**01.0 RECEIPT AND OPENING OF TENDER**

1.1 Sealed tender will be received on behalf of AGM (Steel Foundry), CFFP from the bonafide Contractors with sufficient experience of doing such work as per Annexure III i.e. Prequalification – Technical bid.

1.2 The Tender are to be submitted in two parts:

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

Bid with documents fulfilling the pre-qualification criteria as per Annexure III - Instructions & Guide lines to tenderers of the tender documents (In Separate Sealed Envelope).

**(B) Part – II (Commercial Bid/Price Bid)**

Bid giving rates along with value as per Bill of Quantity as per Annexure IV (In Separate Sealed Envelop)

The Pre-qualification bids will be first opened & discussed and technically acceptable tenders will be finalized.

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

*L-1 status shall be decided taking rates of all categories together with bill of quantity i.e. total value as per Annexure IV. Work may be divided into more than one contractor whereas ratio shall be as following:*

*“If work is divided into two contractors i.e.: L-1 & L-2, ratio shall be 60:40. In case of no division, 100% work shall be allotted to L-1 contractor.” BHEL reserves the right to divide the work between contractors for own operational convenience.*

***L-1 STATUS WILL BE DECIDED ON TOTAL VALUE***

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

1.4 Inside Plant premises EOT Crane & Mobile Crane along with required chain slings shall be provided by BHEL as & when required.

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

1.6 The Contractor should give the confirmation of the acceptance of each clause & conditions mentioned in the tender document by signing. Tender will be rejected in case of non acceptance of any clause by the tenderer.

1.7 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

1.8 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.

1.9 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 Skilled and un Skilled Labour.

**(Signature of contractor with seal)**

- 1.10 Payment of wages to the labours should be made in presence of BHEL officers latest by 7th 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 7th 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.
- 1.11 All payment regarding Bonus, leave etc as per various acts are to be made in presence of BHEL officers or e-payment as per agreement.

**1.12** Tender documents to be submitted in Tender box placed in Planning hall at following address

***AGM (SF), Steel Foundry Office Building, Steel Foundry, CFFP, BHEL, Ranipur, Haridwar, Pin -249403, Uttarakhand.***

Late tenders shall not be accepted and considered.

**02.0 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.

**03.0 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 deposited in cash (as permissible under Income Tax Act) or by pay order or by Demand Draft issued by any National Bank in the favour of Sr.A/c.Officer (Cash) of CFFP/BHEL, Hardwar, and Payable at Haridwar. EMD deposit for CENTRAL /STATE PSUs/GOVERNMENT DEPT. is not required. One time EMD of BHEL is not acceptable.

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.

- 3.1 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.

3.2 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.

- 3.3 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.

**(Signature of contractor with seal)**

- 3.4 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.
- 3.5 The Security deposit will be retained by BHEL/CFFP as a Security for due fulfillment of the contract.
- 3.6 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.
- 3.7 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 of 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.

**INSTRUCTION FOR SUBMISSION OF TENDER:**

- a. The Tender Document consists of Scope of Work & quantity at Annexure-I, Terms and Condition at Annexure-II & II-(a), Pre Qualification Criteria at Annexure-III and Format for Price Bid at Annexure-IV.
- b. Over writing for corrections or application of correction fluid is not allowed. Where ever correction is there, it has to be duly authenticated by signature of authorized person.
- c. The Hard Copy of the Tender Document duly signed on each page should be enclosed with the offer bid as for acceptance of all terms and conditions of the Tender Document.
- d. The tender shall be submitted in Two Part consisting of Techno -Commercial Terms & Conditions and Price Bid. Following documents shall be enclosed in the envelope :-
  1. Scope of Work- duly signed and stamped on each page, (Part-I)
  2. Terms and Conditions – duly signed and stamped on each page, (Part-I)
  3. Price Bid – duly signed and stamped on each page in a separate sealed envelope. (Part-II)CFFP, BHEL will not be responsible and will not accept late tender for any delays on account of postal delays, loss of documents, etc.

**Encl.:**

1. Annexure – I – Scope of Work & Quantity
2. Annexure – II & II-(a) – Terms and Conditions
3. Annexure – III – Pre Qualification Criteria
4. Annexure – IV – Price Bid

***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.***

**(Signature of contractor with seal)**

**ANNEXURE – I**

**SCOPE OF WORK:**

**1. Knockout of Steel Castings:**

- 1.1 Knockout of castings in steel foundry involves crane operations, cleaning work, segregation of MS rounds, beams, chills etc and stacking of mould boxes.
- 1.2 Shifting of poured moulds from working areas in all the bays and SMS to knockout area with help of EOT cranes, as per the instructions of shop Executive. Manpower for operating EOT cranes to be provided by CONTRACTOR..
- 1.3 Removal of load/weight and clamps for all the poured mould boxes and keeping in a specified area in moulding section, as per the instruction of shop executive..
- 1.4 Shakeout of castings from moulding boxes as per instruction of shop executive. Temperature of castings will be taken by CONTRACTOR before knockout (Temperature measurement tool will be provided by BHL) and knockout will be done according to the following instructions.
  - Below 400 °C for Plain carbon with simple shapes e.g. Bowl Mill jobs
  - Below 200 °C for Plain carbon with complicated shapes, like Turbine casings etc.
  - Below 100 °C for other Alloy Steel Grades.
- 1.5 Removal of sand from Moulding boxes in each bay with the help of EOT cranes and Manual.
- 1.6 Removal of sand & leveling of Mould pit and cleaning of knockout area and spilled over sand on daily basis.
- 1.7 Removal of core grids chills rods, gagers from knocked-out sand/moulds and placing them to designated places.
- 1.8 All loose sand will be removed from castings. Then castings will be shifted to BMG area in respective bay, as per the instruction of shop in-charge.
- 1.9 Collection of Bend Rods & Rails from knockout area & BMG area of Steel Foundry and dumping at the specified place outside/inside the shop.
- 1.10 The bins lying in knockout area will be filled with sand lumps in the morning and in the evening.
- 1.11 Loose sand near the sand mixers will be filled up in the bins & will be shifted to sand plant. All bays must be kept clean including sand lying near mixers. The entire spill off sand under the conveyor belts inside the shop will be filled in bins and shifted to sand plant.
- 1.12 Slag/scrap generated due to excess metal (in case of stopper rod ladle) poured will be removed within required time from pouring and to be shifted to SMS, as per the instruction of shop Incharge.
- 1.13 Knockout of castings on Sunday & Holidays and in “B” shifts as and when required, to be done.

**(Signature of contractor with seal)**

**2. Shifting of knocked out “Reclaimable sand Lumps” to reclamation plant**

- 2.1 Placement of tippers on daily basis for shifting of re-usable sand lumps from steel foundry knockout area to both the sand reclamation plants. The amount of reclamation sand lumps will be adequate for continuous for smooth running of the plant. The reusable sand will be transported after weighment at BHEL weighbridge..
- 2.2 Loading of reclaimable sand lumps on to tipper with the help of loader.
- 2.3 Transportation and unloading of reclaimable sand lumps in Sand reclamations plants, after weighment at BHEL weighbridge.
- 2.4 Metallic pieces scattered in sand heaps will be put in specified bins. Sufficient number of bins will be provided by BHEL.
- 2.5 Cleaning of working area on daily basis.
- 2.6 Tramp metal coming out from Sand Reclamation Plants will be shifted to the scrap bins in the moulding bays.
- 2.7 The waste material coming out from the cleaning of the vibrator screen will be dumped at specified location, as per the instruction of shop Incharge.

**3. Shifting of knocked out Non-Reclaimable sand to Specified area ( Inside Factory)**

- 3.1 Maintenance of specified area (temporary dumping area) for dumping non-reclaimable sand directly from the shop area.
- 3.2 Loading of non-reclaimable sand from steel foundry knock out areas on to tipper with the help of loader / excavator.
- 3.3 Shifting of above sand to the specified area inside the plant within a distance of 1 km. one way after weighment at BHEL weighbridge.

**4. Shifting of knocked out Non-Reclaimable sand from Specified area to Outside plant.**

- 4.1 All the metallic items like chills, gaggers bend rods etc. to be segregated completely from the dumped knockout sand at the specified area. All chills and bend rods (above 40 mm. dia.) will be shifted back to the steel foundry and the rest of the metallic scrap will be shifted to SMS dumping yard.
- 4.2 Waste sand after removal of metallic items will be loaded by loader/excavator on to the tipper in presence of CISF personnel. Material going outside the factory will be witnessed & duly signed on challan by CISF personnel and the same shall be recorded in a “Sand Exit Register” placed at Material Exit Gate of BHEL.

**(Signature of contractor with seal)**

4.3 Transportation of waste sand to indicated point outside the plant after weighment at BHEL weighbridge within a distance of 4.5 km. one way. Trips shall be certified by shop & CISF at material gate through a gate pass.

**Quantity of work shall be as following**

Sl.	Work/Job Description	Quantity Proposed
1	<i>Knock out of Steel castings,</i> Scope of Work clause 1.1 to 1.13	2000 MT. of castings desp. wt
2	<i>Shifting of Knocked-out sand from Steel Foundry to Sand reclamation plant.</i> Scope of Work clause 2.1 to 2.7	3500 MT. Sand wt.
3	<i>Shifting of Knocked-out sand from Steel Foundry to specified area near by Steel Foundry (within 1 Km. range).</i> Scope of Work clause 3.1 to 3.3	8500 MT Sand wt.
4	<i>Shifting of Knocked-out sand from above specified area to outside plant CFFP (within 4.5 Km. range).</i> Scope of Work clause 4.1 to 4.3	8000 MT Sand wt.

**\*\*Specified time/rate for performing activities defined in scope of work:**

- 1- Complete knockout of Steel castings within 3 days of its attaining temperature as per clause no. 1.4 of Scope of Work for Knockout of Steel castings..
- 2- In case of Pit moulding, pit to be cleaned and levelled within 3 days after removal of casting from the Pit. Removal of castings to be strictly done as per clause no 1.4 (scope of work).
- 3- Knockout area (Medium Bay & Heavy Bay) and shop should be free from Knockout sand. Contactor shall be given maximum 45 days time from Start of work to clean Knockout area.
- 4- After cleaning Knockout area of Moulding Shop, Contractor to ensure daily removal/Shifting of sand from Shop & Specified dumping area @ 720 MT per Week in total ( if available). In any circumstances, shop area must be free from Knocked out sand.
- 5- Rate of sand shifting to Sand Reclamation plants should not be less than 100 MT/Week. ( if available)

***\*\* Penalty clause shall be applicable. Refer Penalty clause.***

**(Signature of contractor with seal)**

**ANNEXURE – II**

**TERMS AND CONDITIONS**

**(A) GENERAL TERMS & CONDITIONS**

1. BHEL shall have the privity of the contract with Contractor only and will give instructions to the authorized representative of Contractor. BHEL has nothing to do or concerned with the employment of workmen working for Contractor. The relationship between BHEL and Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer - employee relationship.
2. The authorized representative of Contractor shall maintain regular contact with the contract executing officer of BHEL and will interact on matters relating to the work awarded under this contract.
3. Respective obligations of Contractor and M/s BHEL are defined in Annexure – II (a).
4. The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on Contractor.
5. Schedule / analyzed item rates are liable for correction if there is any omission or typographical or calculation error.
6. In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
7. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
8. **Mobilization Period:** There would be a mobilization period of 15 days from the date of issue of Work Order.
9. **Modification of Agreement:** The agreement can be modified/amended regarding the Work Order/Contract quantity in view of variation of production of Moulding Section. Modification of Agreement may also take place in the contract period as it may be shortened or extended in proportion to the production pattern. CFFP/BHEL shall have right to shorten the period of agreement in proportion to the production pattern. The extension of the agreement, if any, shall be made by mutual consent of Parties.
10. **Termination of Agreement:** In the event that either party hereto shall break any substantial and material covenant contained herein, the other party hereto may terminate this Agreement by giving the other party written notice of its intention to do so, which notice shall state the date of termination and the default complained of, and this Agreement shall thereupon terminate on the date so specified which shall not be less than six months from the date of notice, provided that neither party shall be entitled to terminate this agreement if the other party shall cure the alleged default or breach within three months from the date of notice.
11. **Force Majeure:** The parties shall faithfully perform their obligations under this contract without any deviation. Neither party shall be responsible to the other for any breach or non-performance or delay in performance of any of the terms and conditions of this agreement as a result of war, war like operation, insurrection or restraints imposed by Government or Acts of Legislature or other Authority, riots, strikes, lock outs, civil commotion, disturbances, fire, breakdown or accident to machinery or plant, provided that such breach, non-performance or delay from any such cause cannot be prevented by reasonable diligence.

**(Signature of contractor with seal)**

- 12. Dispute Resolution:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, incharge of the Bureau, Deptt. of Public Enterprises. The Arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration, as intimated by the Arbitrator.

Work under the contract shall be continued by CONTRACTOR during the arbitration proceedings and no payment due or payable by BHEL shall be withheld on account of such arbitration proceedings.

**(B) TERMS AND CONDITIONS SPECIFIED TO TENDER UNDER CONSIDERATION :**

**1. WORK TIMINGS:**

The workmen deployed by Contractor shall adhere to the work timings. Contractor should be ready to work in all three shifts if required. These timings may change as and when required by CFFP, BHEL. Contractor shall ensure that no employee of Contractor will enter to remain on CFFP, BHEL premises unless necessary for fulfilling Contractor's obligations under this contract.

**2. INSPECTION AND RECORDS:**

Contractor shall personally and exclusively supervise the work quality through qualified employees so as to ensure that the Works under this contract are carried out entirely to CFFP, BHEL's satisfaction. Proper logging of the knockout of jobs carried out, Chills and gagers made for, No. of trips sand shifted & where, Daily attendance sheets are to be maintained regularly wherever applicable.

**3. PAYMENT TERMS AND PAYMENT PROCEDURE:**

Payments will be made to Contractor on the basis of work carried out by him on production of bills/ Invoice

Contractor has to submit Bill, Measurement Book, Shipment challans, weighment certificate duly signed by the authorized persons to the concern department/s in the first week of every month.

Payment shall be released every month within 15 days from the date of submission of bills along with all supporting documents.

Payments will be made after deduction of Income tax at source as per Income Tax Act.

**4. WEIGHMENT:**

**Castings for Knockout of Castings:** Dispatch weight of castings as per Technology drawings shall be the basis of measurement.

**Sand shifting:** All types of sand shifted & processed will be weighed in BHEL's weighbridge installed inside the plant premises and payment will be released based on weighbridge certification.

In case of non – availability of weighbridge the weight of sand will be ascertained by multiplying cubic capacity of dumper/tipper bulk density of sand. The papers/documents/challan at loading point

**(Signature of contractor with seal)**

will be signed by Shop Executive as a proof of loading. The decision of shop executive shall be final in this case and shall be binding on contractor.

Formats / Challan book shall be arranged by contractor in agreement with Steel Foundry CFFP.

**5. TAXES & DUTIES:**

The Service charge rates are exclusive of service tax and all other taxes and duties.

**6. PENALTY CLAUSE**

- i) Completion of work shall be strictly as per time limit specified in the contract. Failure to complete the work within the scheduled time, the contractor will be liable to pay penalty / LD of ½ the percentage of left out work per day. Penalty/ LD shall be maximum 10 %.
- ii) In case the contractor makes delays in commencing the work within the time specified by BHEL in spite of a reasonable notice in writing, OR in case the contractor fails to Comply with any of the terms and conditions of the contract inspite of reasonable notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole. In the event of cancellation / termination, the contractor shall be liable to compensate BHEL for all losses incurred by BHEL, including the loss suffered on account of having the work executed through any other contractor or department as may be Convenient to BHEL in accordance with the exigencies of the work. In case only a Part of the contract is cancelled the remaining portion of contract may be allowed to be executed by the contractor.

**7. MAINTENANCE OF SPECIFIED DUMPING AREA**

BHEL shall provide mutually agreed specified area to CONTRACTOR for dumping knocked-out sand shifted from Shop. CONTRACTOR shall maintain that area as per own requirements and may further develop it for operational convenience. BHEL will not provide any resources for its further development or maintenance during execution of work.

**8. SHIFTING OF SAND OUTSIDE FROM ABOVE SPECIFIED AREA**

CONTRACTOR will load sand from specified area, *only in presence of CISF representative* for shifting Outside Plant. The loaded tipper/dumper going outside of BHEL plant shall be escorted up to Material Gate of BHEL by CISF representative. No metallic or any other material except sand to be loaded if trip is scheduled to go outside of plant. CONTRACTOR shall be responsible for any other material caught going outside the plant other than sand. CISF representative shall be provided by BHEL only.

*In case CISF representative is not available tippers/dumpers shall not be loaded to go outside plant.*

**9. EQUIPMENTS REQUIRMENTS :**

Heavy Duty Equipments like Backhoe loaders, Tippers/trailers etc. shall be used for this work. Copy of registration and fitness documents shall be submitted to BHEL before the start of work. Equipments can be changed/replaced only after prior approval of contracting department during work execution period.

**(Signature of contractor with seal)**

**10. MANPOWER & MACHINE REQUIRMENTS :**

Suitable & sufficient manpower & machines like loaders/ excavators/ tippers/ trailers/ Engineers/managers/Supervisors/crane/operators/machine/Operators/Drivers/riggers/helpers etc. shall be required to execute the work. Quantity / number of manpower /machines to be engaged/deployed shall be on the basis of mutually agreed conditions with Engineer –in-charge of BHEL before start of the work.

**11. SCOPE OF WORK** The given scope of work, details out the major activities only. However there may be certain other activities required for completion of the desired work , such related activities will have to be carried out without any extra cost. Also any activity of rectification or rework due to any reason will be done by the contractor without any extra cost.

**ANNEXURE – II-(a)**

**(A) OBLIGATION OF CONTRACTOR**

**I. CONTRACTUAL**

- i.** Contractor shall ensure that adequate no. of workmen & machineries are deployed for execution of the work awarded to him for ensuring uninterrupted working.
- ii.** The authorized representative of Contractor shall be available at all time to supervise the work allotted to him.
- iii.** 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 who are not regular employee of CONTRACTOR are having Police Verification. Such workmen should possess requisite skill & experience.
- iv.** Contractor to provide employment card/identity card with photograph duly verified and attested by the authorized person to their workmen.
- v.** In case of any misconduct/misbehavior by any workman, Contractor will replace such workmen immediately.
- vi.** It will be responsibility of CONTRACTOR to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. CONTRACTOR shall not employ any persons objectionable to BHEL. BHEL shall issue necessary plant passes to CONTRACTOR employees and its Contractor's workmen deployed for carrying out the job.
- vii.** Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to CONTRACTOR
- viii.** Contractor should ensure proper maintenance and safety of all their equipments along with spares and consumables, material and plants belonging to him or to BHEL. Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.
- ix.** Contractor shall ensure that all their workmen wear the required personnel protective equipment while working on the jobs. Contractor shall ensure all safety precautions for prevention of accidents of their workmen.
- x.** In case of any accident it will be the sole responsibility of Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.

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- xi.** Contractor will be the responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from Contractor.
- xii.** In the event of termination of contract for any reason whatsoever Contractor shall withdraw all their workmen from the premise of BHEL within seven days. In case Contractor decides to terminate services of their workmen, Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.
- xiii.** Contractor shall arrange :-
  - a) All type of equipments like Mobile Cranes, Magnet, Hydraulic Excavator, Mini Loader, Trailer, and Tipper etc as per requirements. for shifting of sand.
  - b) CONTRACTOR will make its own arrangement for spares, services and facilities required for the maintenance of their equipment. However, in emergencies CONTRACTOR will be permitted to draw the item from BHEL Stores, if available, either on returnable basis or payment of its actual cost basis.
  - c) All manpower required for carrying out the work.
  - d) Diesel for the vehicles (CFFP/BHEL can provide from BHEL-Petrol Pump, subject to availability at mutually agreed rates.)

**II. 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 RPF.
- 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

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- (a) This Payment is to attract statutory payment/ PF, ESIC, BONUS & Leave etc.
  - (b) Payment to Contract Labour by Cheque/e-payment/Cash 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.
  - 14) In case a contractor employs Women he will discharge his obligation under law in respect of such women workers like prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leaves as per rules etc.
  - 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.

**(B) OBLIGATION OF M/s BHEL**

**I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):**

- i.** Proper Space inside CFFP's premises for sand dumping and shorting out metallic items and inclusions.
- ii.** LT Power supply of 440 volt at the nearest existing sub-stations. All connections, switch-gears etc thereafter will be responsibility of CONTRACTOR.
- iii.** Overhead cranes as per requirements.
- iv.** Rooms for Office and Stores and Covered shed for maintenance of equipment shall be provided subject to availability in CFFP. New Civil Construction for these purposes shall not be made by BHEL.
- v.** Lancing Pipe, torches, cutting gas, slings, temperature measuring device etc.
- vi.** In case of accident of the employees of CONTRACTOR or its contractors, they will be allowed to avail the first aid facilities of BHEL free of cost. However, the regular employees of CONTRACTOR will be provided medical facilities including hospitalization facilities on credit basis in the Hospital of BHEL, the payment for which will be made by CONTRACTOR on receipt of bills from BHEL.

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**ANNEXURE – III**

**PRE QUALIFICATION CRITERIA**

1	The Contractor should submit required “Earnest Money” along with the tender. One Time BHEL EMD is not acceptable.
2	In case of partnership firm the tenderer must furnish partnership deed along with the tender document. In case the tender is being signed by others than the partners the tender should be accompanied with power of attorney to this effect.
3	<b>PAN</b> No must be furnished along with tender. The validity of offers submitted by Contractors should be valid for ordering up to 180 days from the date of opening of tender, to remain firm during the contract period if awarded. Contractor should have submitted valid income tax return for last assessment year
4	The contractor should submit proof of registration in the name of his firm for PF,ESI, labour license, Service Tax Registration No.
5	Contractor should either be working in a <b>Foundry</b> (as on Tender Opening date) or worked earlier in any Foundry. Experience of working in a Foundry should not be older than 3 years from tender opening date. <b>Sufficient Documents (copy of PO/Work Order with Work completion certificate/Customer satisfaction certificate etc.) for experience in Foundry shall be provided by the contractor as a proof.</b>
5	Contractor should have experience in waste- management & waste - transportation in a semi mechanized way and successfully transported/shifted minimum 14000 MT. in last 3 years (year ending tender opening date). <b>Sufficient Documents (copy of PO/Work Order with Work completion certificate/Customer satisfaction certificate /Service Tax/Sales Tax etc.) of previous executed works related to above shall be provided by the contractor as a proof.</b>
6	Contractor should be well equipped with equipments like Tippers/ Trailers / Dumpers/ Excavators / Back Hoe Loader etc. and hold minimum equipments as following :  (i) Back Hoe Loaders/Excavators --2 No. of min. 1.7 cum bucket capacity each. (ii) Tippers/Dumpers – 3 Nos. of each capacity 10 MT. or more.  The equipments should either be owned by the contractor or can be taken on lease/rent. An <b>affidavit</b> declaring that the minimum number of equipment as above shall be available for working in CFFP during the period of the contract.  <b>Papers of registration/lease-hold for the above equipments alongwith the “Affidavit” to be provided with technical offer.</b>
7	Average Annual financial turnover of the contractor/bidder during the last 3 years ending 31/3/15, should be at least Rs. 21 lacs. <b>“Complete Balance Sheet along with copy of Income Tax returns” of last 3 financial years to be submitted as a proof.</b>

***In absence of sufficient proofs/documents for “Per Qualification Criteria” offer shall not be accepted.***

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**ANNEXURE – IV**

**FORMAT FOR PRICE BID**

Description of Work	Unit	Qty. 'A'	Rate to be quoted by Contractor per unit 'B'		Value(Rs.) 'A x B' (in digits)
			Rs. (in digits)	Rs. ( in words)	
<i>A) Knock out of Steel castings.</i> Scope of Work clause 1.1 to 1.13	MT (Dispatch weight of casting)	2000			
<i>B) Shifting of Knocked-out sand from Steel Foundry to Sand reclamation plant.</i> Scope of Work clause 2.1 to 2.7	MT (Weight of Knocked out sand)	3500			
<i>C) Shifting of Knocked-out sand from Steel Foundry to specified area near by Steel Foundry (within 1 Km. range).</i> Scope of Work clause 3.1 to 3.3	MT (Weight of Knocked out sand)	8500			
<i>D) Shifting of Knocked-out sand from above specified area to outside plant CFFP (within 4.5 Km. range).</i> Scope of Work clause 4.1 to 4.3	MT (Weight of Knocked out sand)	8000			
<b>TOTAL</b>					

**Important note:**

<b>1</b>	Service Tax payable shall be extra as applicable.
<b>2</b>	Contractor has to fill his quoted rates in columns given above (in digits & words both). In case of any difference between rates filled/quoted in <i>digits</i> & <i>words</i> by the contractor, only rates filled/quoted in <i>words</i> shall be acceptable. Incomplete/wrong/over-written forms shall be rejected.
<b>3</b>	The above mentioned quantities are tentative and may vary depending upon the production of the plant and availability. BHEL shall have the right to modify/amend Contract quantity in view of variation of production Shop.

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