



INVITATION TO TENDER

Ref: OPS/OS/WC/2016-17/37/057

Date: 02.01.2017

Sub: Dismantling / Removal of existing AC Pipes and Fixing of PVC Rain Water Pipes including specials in Public Buildings etc. in the premises of BHEL- HPVP, Visakhapatnam. Reg.

Sealed tenders are invited under **Two Part bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO	NAME OF THE WORK	ESTIMATE VALUE	EMD	WORK COMPLETION PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Dismantling / Removal of existing AC Pipes and Fixing of PVC Rain Water Pipes including specials in Public Buildings etc. in the premises of BHEL- HPVP, Visakhapatnam	7.77 Lakhs	15,540/-	2 Months	23.01.2017 up to 14.00 Hrs.

1. ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2016 should be at least 30% of the estimated value. (i.e. 2.33 Lakhs). Turnover for last 3 years certified by the Practicing Chartered Accountant should be submitted as a proof.

Tenderer should enclose EPF, ESI, PAN, TIN, Service Tax New registration no., Income tax returns for last three years (FY 2013-14, 2014-15 & 2015-16) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

- i) The Contractor should have experience of completing similar works during last 7 years ending 31st Decq2016 as given below:

a. Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. 3.11 Lakhs each).

OR

b. Two similar completed works costing not less than the amount equal to 50% of the estimated value (i.e. 3.88 Lakhs each).

OR

c. One similar completed work costing not less than the amount equal to 80% of the estimated value (i.e. 6.21 Lakhs).

- II) Work/ Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

Note : Similar work means works execution of Civil & Structural works in an operating industry.

- ii) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

2. SCOPE OF THE WORK

Work is to be carried out as per Scope of work (Annexure . I), Special conditions of contract (Annexure . II) and as per schedule of Quantities.

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3. LOCATION OF WORK

- 3.1 The subject job is to be carried out in Factory premises of BHEL, Heavy Plates & Vessels Plant (HPVP), Visakhapatnam, Andhra Pradesh.
- 3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

4. EARNEST MONEY DEPOSIT

- I. The tenderer shall submit EMD for 15,540/- (Rupees Fifteen Thousand Five Hundred and Forty) only in the following forms:
- Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - Electronic Fund Transfer credited in BHEL account (before tender opening).
 - Bankers' Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
 - EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant %Guidelines on Suspension of business dealings with suppliers/ contractors+ and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.
- successful bidder.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 32 annexure . II.

5. WORK COMPLETION PERIOD:

Work shall be completed **within 2 months** from the date of handing over of site by Civil Maintenance department.

6. SECURITY DEPOSIT:

Security Deposit shall be collected from the successful tenderer as per clause 23 of annexure - II.

7. INCOME TAX & WORKS CONTRACT TAX :

Income tax & Works contract tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

8. PAYMENT TERMS :

R.A Bill payments will be arranged within 30 days from the date of bill **or** 15 days from the date of clearance of the statutory compliance by IR Department whichever is later.

Note: All payments will be released only through RTGS. Electronic Funds Transfer (EFT) form (Refer Annexure-B) duly Filled and certified through bank may be enclosed.

9. VALIDITY OF THE OFFER :

The offer shall be valid for a period of **3 months** from the last date for tender submission.

10. RISK PURCHASE:

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

11. PRICE SCHEDULE, TAXES & DUTIES:

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on due date of tender submission except service tax. However, Service Tax as applicable shall be payable by contractor and same shall be reimbursed by BHEL on submission of proof of payment along with ST bill as per Rule 4A of ST rules.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST)
- g. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- h. All rates shall be quoted in the tender format only.

12. REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ~~Process compliance form~~ (to the designated service provider) as well as ~~Online sealed bid~~ in the Reverse Auction. Non-submission of ~~Process compliance form~~ or ~~Online sealed bid~~ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).+

As a reminder to the bidders, system will flash following message (in RED Color) during the course of online sealed bid

%Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL+

General terms & conditions governing RA are mentioned in the special conditions at Annexure-VI

13. **GENERAL:**

- a. Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.
- b. Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.
- c. Bids not accompanied with requisite EMD/NSIC/MSME certificate, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.
- d. BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**
- e. The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved before submission of their offers.
- f. For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to Outsourcing department, BHEL, Visakhapatnam with prior intimation to get clarifications from concerned authorities.
- g. Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.**
- h. Manager (Civil) shall be the Officer-in-charge for herein after referred to as such in the tender.

14. The following documents (enclosed) shall form part of the contract including this NIT.

PART – I : TECHNO COMMERCIAL BID

- | | |
|---|-------------------|
| a) Scope of Work | : Annexure . I |
| b) Special Conditions of contract | : Annexure . II |
| c) Rules and Regulations for Operation | : Annexure . III |
| d) Standards / Specifications / Drawings for civil & structural works | : Annexure . IV |
| e) Minimum Wages as per Central Labour Department | : Annexure . V |
| f) Terms & conditions for Reverse Auction | : Annexure . VI |
| f) Acceptance to the tender terms & conditions | : Annexure . VII |
| g) Contractor Information | : Annexure . VIII |
| h) Check List | : Annexure . IX |

PART – II: PRICE BID

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|---|----------------|
| g) Price Bid (Schedule of items and Bill of Quantities) | : Annexure . X |
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15. **TENDER SUBMISSION:**

- 15.1 The Bid shall be submitted in two parts.

Part-I: Techno-Commercial Bid shall be placed in one cover along with the following documents:

- (i) All Pages of tender document duly signed & stamped.
- (ii) Proof of document for payment of Earnest Money Deposit of ₹ 15,540/-
- (iii) Income Tax Return Certificate, Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.
- (iv) Copy of P.F. Registration Document.
- (v) Copy of E.S.I Registration Document.
- (vi) Experience Certificates in line with eligibility criteria.
- (vii) Copy of PAN & TIN.
- (viii) Copy of Service Tax Registration Document.

Part-II : Price Bid in the prescribed format shall be placed in another separate cover.

The tender documents including the various supporting documents enclosed by the bidder should be signed on all pages with seal.

Both covers containing Part – I & Part – II bids shall be placed in another bigger size envelope duly super scribing the Tender No. & Subject on the envelope.

16.2 The tender completed in all respects shall be dropped in the Outsourcing tender box kept at reception counter, Adm. building latest by 14.00 Hrs. on 23.01.2017.

Bidders may also send their offers by Post to "Outsourcing Tender Box, Adm. Building, BHEL - HPVP, Visakhapatnam – 530012".

Last date for receipt of tenders is 23.01.2017 up to 14.00 Hrs. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

16.3 Submission of an offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

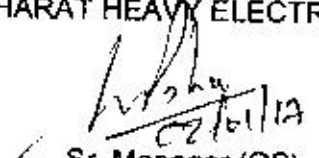
16. OPENING OF TENDERS:

Techno-commercial Bids will be opened on 23.01.2017 at 14.00 Hrs. at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

If bids are not accompanied by requisite Earnest Money Deposit / NSIC / MESME registration certificate along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


Sr. Manager (OS)

PART – I

(TECHNO-COMMERCIAL BID)

SCOPE OF WORK

Sub: Dismantling / Removal of existing AC Pipes and Fixing of PVC Rain water pipes including specials in Production Buildings etc. in the premises of BHEL- HPVP, Visakhapatnam

- 1) Removing of existing AC Pipes including specials.
- 2) Stacking of serviceable materials and handing over to our stores.
- 3) Disposal of debris in dumping yard.
- 4) Fixing of PVC Rain water Pipes including specials.
- 5) Providing new pipe clamps where ever necessary.
- 6) All safety precautions to be taken because work is to be carried out at height and all PPE to be provided to the workers working inside the factory.
- 7) The working areas are Main Building 1 & 1D, LMS, and other public buildings inside plant premises and also in the town ship area.
- 8) The Contractor should take height permit from our safety department before start of the work.
- 9) Supply of PVC Pipes, Specials are in the scope of BHEL at free of cost.
- 10) The contractor has to arrange PVC adhesive for joining of PVC pipes and provide new pipe clamps where ever necessary.

Quantities provided in the schedule are only provisional & may vary according to exigency of the work.

SIGNATURE OF TENDERER WITH SEAL

SPECIAL CONDITIONS OF CONTRACT

1. These conditions should be read in conjunction with general conditions of contract of BHEL, Visakhapatnam . 530012.
2. Water and Electricity required for construction shall be supplied at a single point at free of cost.
3. Any time during construction if it is found that the water is being wasted, penalty at the rate of 100.00 per day will be levied for those days on which it is found.
4. The Department has the right to stop the water supply to contractor at any stage without giving any prior notice due to shortage of water. The contractor in such cases has to make his own arrangements for such periods at his own cost.
5. In case of ambiguity in schedule, specification or details the same shall be read / followed as per I.S / CPWD specifications for the respective items in consultation with Engineer-In-Charge and generally confirming to I.S. or CPWD specifications.
6. The contractor should arrange work in general shift only between 8.00 AM to 4.30 PM on all working days of the Department. If required they should also work on Sundays / Holidays as required for some items which are specifically mentioned in the S.O.Q and no extra payment will be made on this account by company.
7. Since the work involves different agencies, contractor should co-ordinate with other agencies to plan the work and ensure the progress of work as directed.
8. In respect of material supplied if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bills at the rates fixed by the department.
9. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam and this should be available at site for inspection and for verification.
10. All the rates include all depths / heights and leads / lifts including work at all level unless otherwise specified.
11. Contractor should produce labour license & insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.
12. Material required for jobs and fixtures required to fabricate and erect the structural components, but not used up in the works shall be arranged by the contractor. BHEL, Visakhapatnam will not supply such material.
13. The successful tenderer should maintain a site office cum stores within the premises at the site shown by the company and should maintain the minimum stock of all materials to attend the works in short notice. The contractor or his representative should be available at all times at site during office hours to receive instructions.
14. The contractor has to arrange his own tools and plants such as road roller, mixers, vibrators, scaffolding etc., it is not binding on BHEL, Visakhapatnam to arrange these on hire.
15. All tools, plants and materials brought inside the campus should be registered at the security gate while bringing inside. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material has been brought inside.
16. The quantities provided in the schedule are only provisional and may vary according to exigencies of work and no claim can be entertained on this score.

SPECIAL CONDITIONS OF CONTRACT

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17. The quantities provided in the schedule are only provisional and may vary according to exigencies of work and no claim can be entertained on this score.

18. Supply of PVC adhesive and new pipe clamps where ever necessary are in the scope of contractor.

19. The contractor shall forward a bar-chart indicating proposal to complete the work within the stipulated period. BHEL, Visakhapatnam reserves the right to fix the priorities and revise the bar-chart. The bar-chart shall be submitted before entering into formal agreement for specific works.

20. The contractor should follow the rules and regulations annexed with for employment of labour by contractors in BHEL, Visakhapatnam.

21. Work Contract Tax on the bill value will be deducted at source at the rates specified by the Government from time to time as per the Act.

22. PAYMENT TERMS

R.A Bill payments will be arranged within 30 days from the date of bill **or** 15 days from the date of clearance of the statutory compliance by IR Department whichever is later.

23. SECURITY DEPOSIT:

A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.

B. The total amount of the security deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

C. Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companiesact. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the companiesact (FDR should be in the name of the contractor, a/c BHEL and consent of BHEL must be taken for encashment of the FDR. The same FDR which is submitted to BHEL shall be presented for encashment of FDR).
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

SPECIAL CONDITIONS OF CONTRACT

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D. Collection of Security deposit:

At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected

E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.

F. The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (c) and (d) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

24. Security Deposit / Bank Guarantee will be released after the maintenance period of 2 months or on closure of contract whichever is later.

25. Income Tax & Work Contract Tax will be deducted as per the statutory rules from time to time. W.C.T. is 5% if TIN number is submitted. If TIN number is not available W.C.T. shall be 20.00%.

26. Tenderer have to pay Service Tax as per the latest prevailing statutory rules from time to time. Paid Service Tax amount will be reimbursed on submission of documentary evidence of payment as per prevailing rules.

27. Any new taxes imposed by Govt. of India / AP State Govt. after the tender submission date shall be reimbursed on submission of documentary evidence of payment.

28. The payments shall be made through online (i.e. RTGS/NEFT) only.

29. The tenderer should satisfy all the statutory obligations required under statues of the Government from time to time.

30. If incomplete tenders in the form is furnished or where total value is not entered, such tenders will be summarily rejected. Management reserves the right to accept or reject any or all the tenders or part thereof without assigning any reason whatsoever. No correspondence will be entertained when once the tenders are decided.

31. The Contractor to execute any other work as per the requirement /direction of in-charge.

32. ~~MSE~~ suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at **annexure-B** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer+.

33. Fraud Prevention Policy :

~~The~~ bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice+.

SIGNATURE OF TENDERER WITH SEAL

Ref: OPS/OS/WC/2016-17/37/057

Date: 02.01.2017

RULES AND REGULATIONS FOR OPERATION

1. The Contractor shall pay the minimum wages to the contract labour as notified by the Central Government from time to time. The Government Order indicating the present rate of minimum wages is enclosed at Annexure . V. **The Quoted Rate shall be firm throughout the contract period. No cost escalation will be paid on any account. The contractor has to consider the future escalation and increase of labour wages while quoting the rate.**
2. The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
3. The contract should cover all his labour under ESI scheme to provide Medical facilities and also insurance to cover accidental benefits as specified in the relevant acts.
4. Contractors should have individual P.F. codes. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
5. The contractor should pay the amount towards Bonus, Retrenchment compensation and Encashment of non-availed earned leave to his workmen on completion of the contract and submit proof of such payment along with final bill.
6. The contractor should make his own arrangement for providing TEA / BREAKFAST / MEALS etc., to the labour engaged by him and BHEL, Visakhapatnam shall not issue any subsidized coupons for this purpose.
7. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right to check the persons of contractor's employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or his employees.
8. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
9. The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances (Safety Jacket, Safety Shoe, Helmet, Gloves & Masks are must for all workers and the other appliances as per the need & requirement of the work) to his laborers and shall be solely responsible for the same.
10. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of incident and/or circumstances leading to the accident to the In-charge (Safety) and In-charge (Civil) of the company.
11. The contractor shall not employ Sub-Contractor without the prior approval of the company.
12. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place.

RULES AND REGULATIONS FOR OPERATION

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- a. Muster Roll
 - b. Muster Roll-Cum Wage Register
 - c. Register of Over Time
 - d. Register of Fines
 - e. Register of Advances
 - f. Register of Deductions
 - g. To issue Employment Card to the Workmen
 - h. To issue Wage Slip
 - i. In case of termination of employment, the contractor shall issue service certificate
13. The agreement / contract shall remain in force for a period as per Work order/LOI or unless determined earlier at the option of the company or happening of any of the circumstances mentioned below.
- a. If the contractor fails or neglects to render the said services or any of them to the satisfaction of BHEL, Visakhapatnam or if the contractor commits breach of any of the rules and regulations.
 - b. If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of his properties and assets.
14. BHEL reserves the right to terminate the contract, if contractor fails to work satisfactorily with **One Month** Notice in writing.
15. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
16. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
17. The contractor shall take necessary license in respect of his trade / business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulation & Abolition) act for engagement of labour.
18. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel of persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.

RULES AND REGULATIONS FOR OPERATION**::3::**

19. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company for all the items.
20. The contractor shall intimate to the Manager (IR) / IR Department officials in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.
21. The contractor shall be responsible to make payment to the workers on working days at the work site on the date notified in advance. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
22. No wage period shall exceed one month
23. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
24. The contractor shall be responsible to follow the various laws applicable to his workers such as contract labour (Regulations & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident fund Act, Employees State Insurance Act, etc. and the rules made there under from time to time.

25. ARBITRATION:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by Unit Head.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Visakhapatnam.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favour of BHEL will apply and binding on the bidder/Contractor.

26. DISPUTE RESOLUTION:

(a) Any disputes arising out of this contract shall be referred to a sole Arbitrator to be appointed by the Unit Head of BHEL-HPVP and the sole arbitrator so appointed may be an employee of BHEL-HPVP. The arbitration will be governed by the provisions of The Arbitration and Conciliation Act, 1996. Place of arbitration will be at Visakhapatnam only.

(b) All cases, suits, petitions, actions, etc. arising out of this contract shall be filed, instituted, tried and auctioned only in the courts, tribunals, forums, etc. situated in Visakhapatnam only and nowhere else.

SIGNATURE OF THE BIDDER WITH STAMP

THE GENERAL CONDITIONS OF CONTRACT ARE AVAILABLE WITH THE HEAD – CIVIL DEPARTMENT. CONTRACTORS MAY REFER / VERIFY THE SAME.

AMENDMENT TO THE GENERAL CONDITIONS OF CONTRACT

CLAUSE 32 MAY BE READ AS FOLLOWS.

32. LIQUIDATED DAMAGES

In the event of any delay in completion of work of part thereof as per agreed schedule due to reasons other than those specifically exempted in this contract, BHEL, Visakhapatnam, may deduct from the considerations due to the contractor as liquidated damages a sum calculated at 0.5% of the contract price for each full week of delay subject to a maximum of 10% of the contract price. It is understood and agreed that such amounts do represent the losses suffered by BHEL, Visakhapatnam because of delay in work by contractor and it shall not be necessary for BHEL, Visakhapatnam to establish the actual amount of losses suffered irrespective of whether the work or part thereof could be put to any use by BHEL, Visakhapatnam or BHEL's client.

CLAUSE 32.1 IS DELETED

AMENDMENT TO THE CLAUSE 57 MAY BE READ AS FOLLOWS

57. ARBITRATION AND LAWS

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, drawings and instruction herein as to the quality of workmanship or material in the work or as to any other question, claim, right, matter or thing or any dispute whatsoever in any way arising out of or relating to this contract, shall be referred to the sole arbitration or any person who shall be appointed by Unit Head, Bharat Heavy Electricals Limited, (HPVP), Visakhapatnam at his sole discretion. It shall have no objection to any such appointment even if the arbitrator so appointed is an employee of BHEL, Visakhapatnam, its branches / offices. Such an appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by the Unit Head as aforesaid.

The arbitrator to whom the matter is originally referred or the arbitrator who has been appointed in place of the arbitrator originally appointed, dies or unable to act as arbitrator for any reasons whatsoever, the Unit Head as aforesaid, shall appoint at his sole discretion any another person to as arbitrator in place of the arbitrator originally appointed, as the case may be. Such person appointed as arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The arbitrator shall give his reasoned award. It is term of this contract that no person other than a person appointed by such Unit Head as aforesaid should act as an arbitrator and if for any reasons whatsoever that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid, the provisions of arbitration Laws in India or any statutory modification re-enactment thereof and the rules made there under from time to time and or the time being in force shall apply to the arbitration proceeding under this clause.

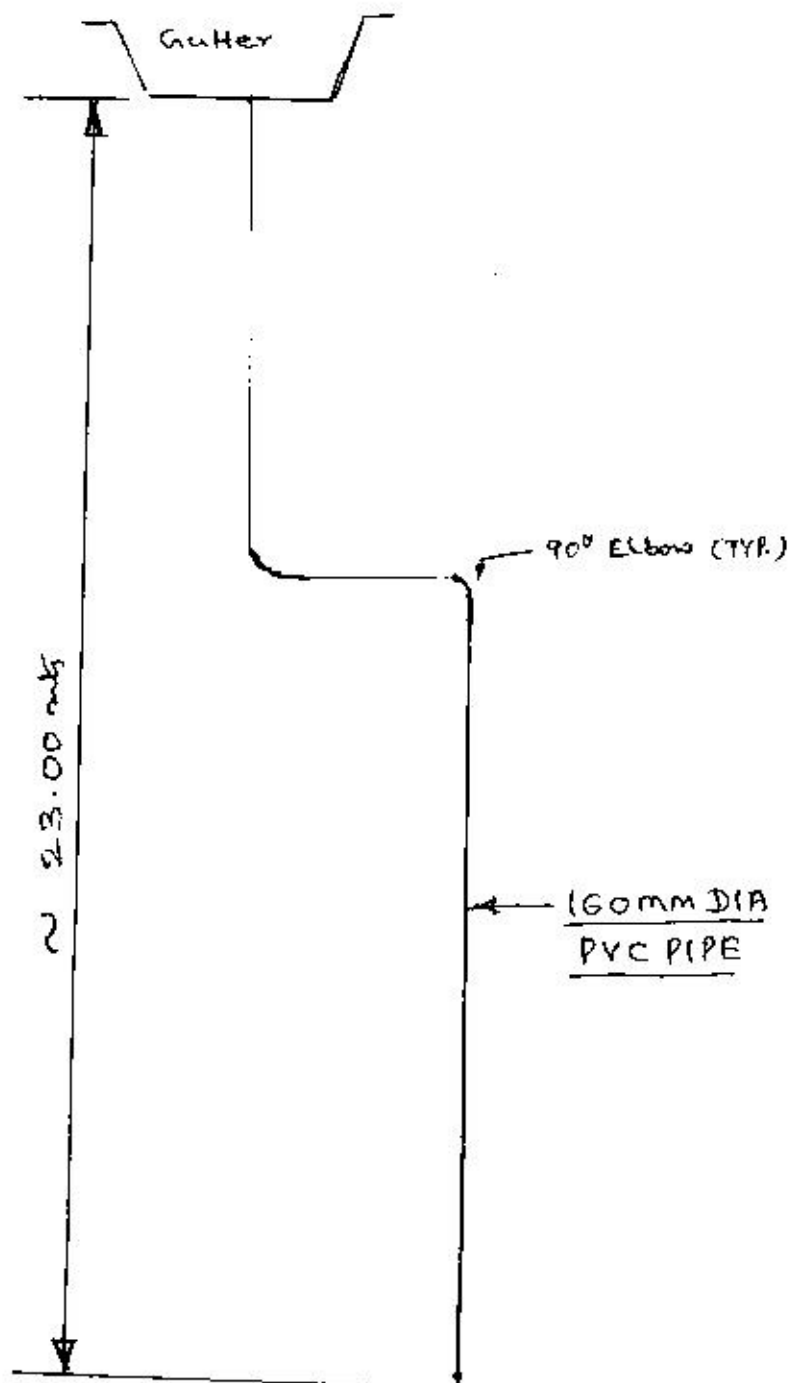
AMENDMENT TO THE CLAUSE 59 MAY BE READ AS FOLLOWS :

59. DISPUTES – LEGAL JURISDICTIONS

Notwithstanding anything contained in any document whatsoever, all cases, suits, matter, petitions and all other actions under law arising out of and relating to this contract including that may arise out of bank guarantees and arbitration under this contract, shall be tried, instituted, filed and auctioned only in the courts, tribunals and forums etc., situated within the territorial jurisdiction of Visakhapatnam even though such jurisdiction may also vest with other courts, tribunals and forums situated in other places of the country.

While invoking writ jurisdiction, the parties shall prefer such petitions and try the same only in the High Court of Andhra Pradesh, Hyderabad.

SIGNATURE OF THE BIDDER WITH STAMP

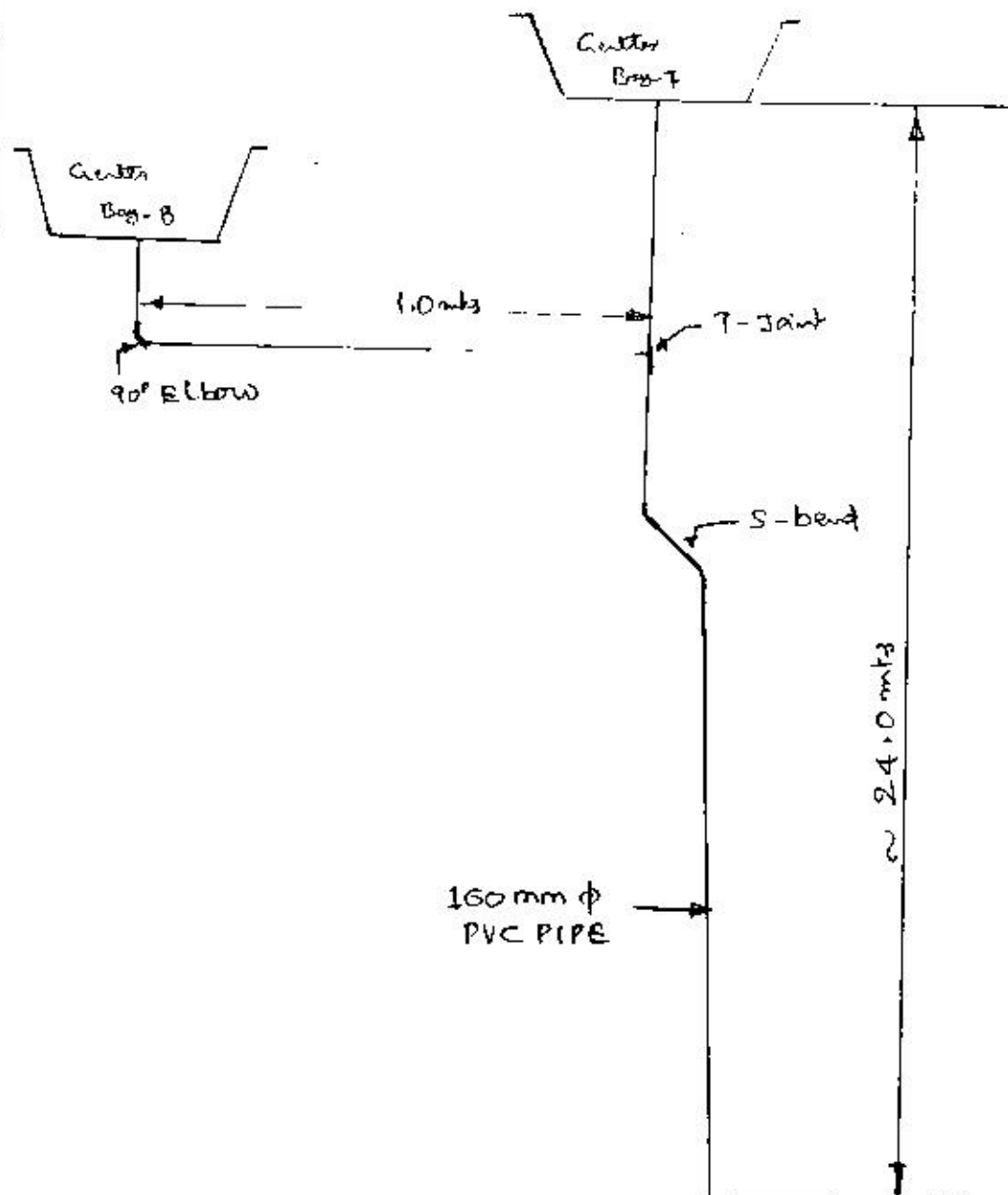


TYP. DETAIL OF RAINWATER PIPE (EXISTING)

FOR BAY NO: 1, 2, 3 OF BUILDING 1 & 1D

BHARAT HEAVY ELECTRICALS LIMITED
 HPVP
 VISAKHAPATNAM - 12.

AM

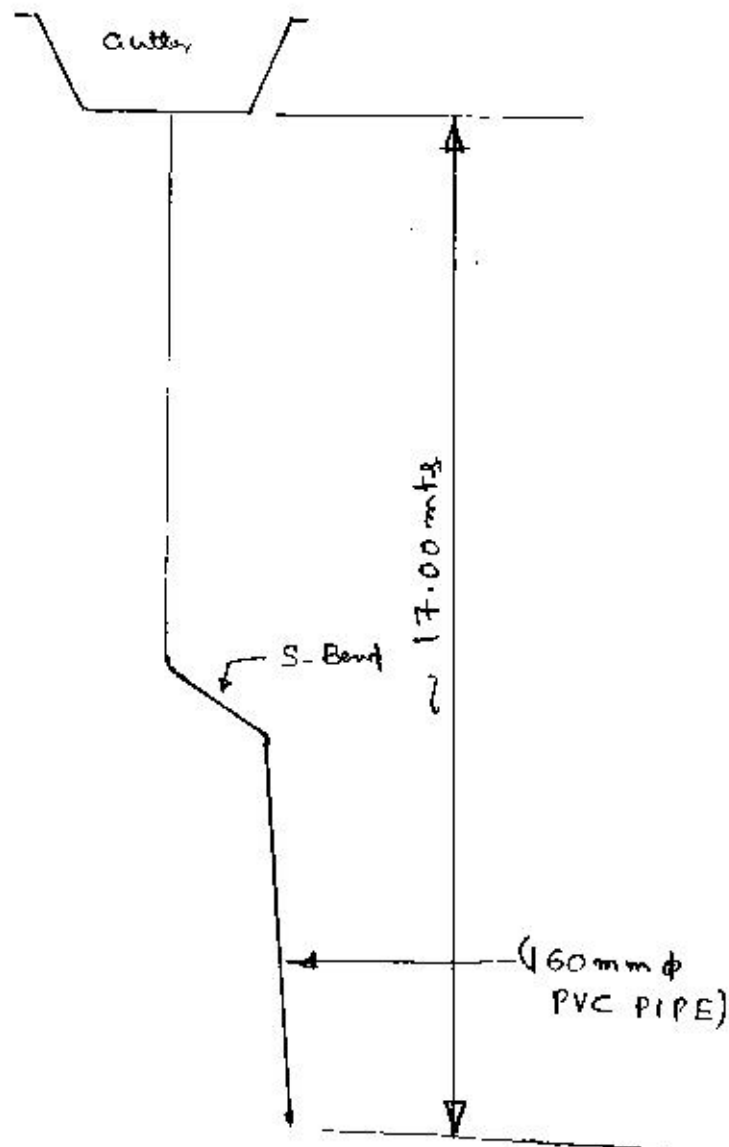


TYP. DETAIL OF RAIN WATER PIPE

BAY-7 OF BUILDING : 1 & 1D

AM

BHARAT HEAVY ELECTRICALS LTD
 • HPVP
 VISAKHAPATNAM.

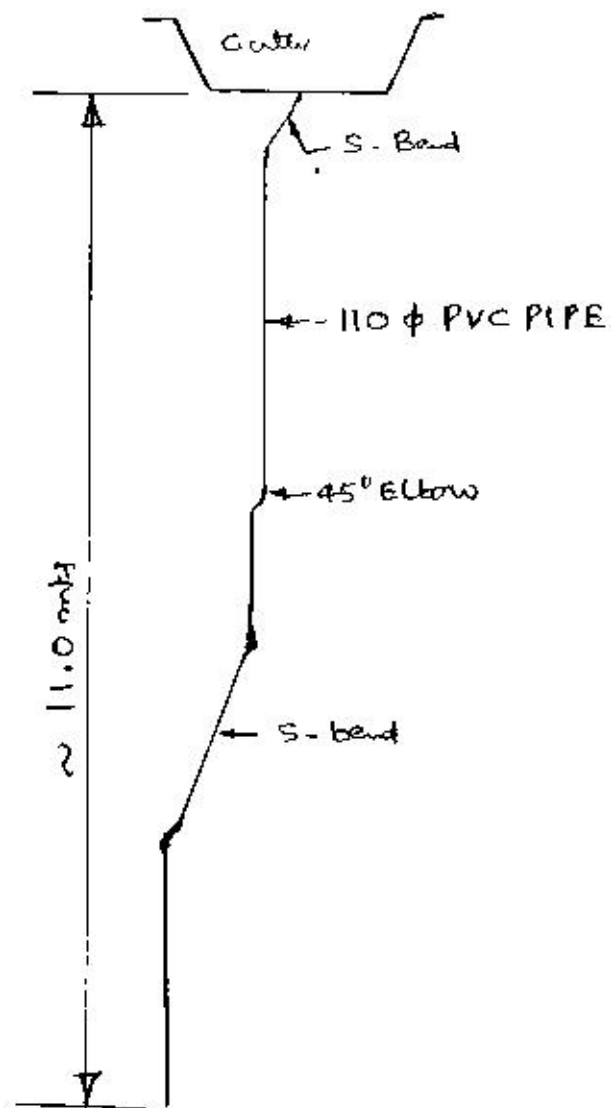


TYP. DETAIL OF RAIN WATER PIPE

FOR BAY NO: 4, 5, 6 OF BUILDING NO: 1 & 1D

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BHARAT HEAVY ELECTRICALS LIMITED
HPVP
VISAKHAPATNAM - 12



TYP. DETAIL OF RAIN WATER PIPE
Building No: 3 (LMS)

[Handwritten signature]

BHARAT HEAVY ELECTRICALS LTD
 HPVP UNIT
 VISAKHAPATNAM

Ref: OPS/OS/WC/2016-17/37/057

Date: 02.01.2017

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT
w.e.f. 01.10.2016**

All values are in

SL. No	DESCRIPTION	Unskilled	Semi Skilled	Skilled
1	Minimum Wage	312.00	353.00	414.00
2	PF @ 13.61%	42.46	48.04	56.34
3	ESI @ 4.75%	14.82	16.76	19.66
4	Bonus @ 8.33%	25.98	29.40	34.48
5	Leave Wages (18 days / Year)	18.00	20.36	23.88
6	Terminal Benefit for (15 days / year)	15.00	16.97	19.90
7	Holidays for 10 days	10.00	11.31	13.26
	TOTAL	438.26	495.84	581.52

SIGNATURE OF THE BIDDER WITH STAMP

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.+

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at ~~Total~~ Cost to BHEL+ like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

:: 2 ::

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL s standard practice.
12. Bidders shall be required to read the %Terms and Conditions+section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the sBusiness Rules of Reverse Auction , which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SIGNATURE OF THE BIDDER WITH STAMP

Ref: OPS/OS/WC/2016-17/37/057

Date: 02.01.2017

Sub: Dismantling / Removal of existing AC Pipes and Fixing of PVC Rain water pipes including specials in Production Buildings etc. in the premises of BHEL- HPVP, Visakhapatnam

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

SIGNATURE OF THE BIDDER WITH STAMP

CONTRACTOR INFORMATION

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt.. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

CHECK LIST

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD)		
04.	PF Registration Certificate		
05.	ESI Registration Certificate		
06.	Service Tax Registration Certificate		
07.	PAN Number		
08.	TIN Number		
09.	Income Tax Returns for last 3 years (FY 2013-14, 2014-15 & 2015-16)		
10.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
11.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
12.	MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-A where deemed validity of EM II certificate of five years has expired)		

Certificate by Chartered Accountant on letter head

This is to certify that M/S _____ .
 (hereinafter referred to as 'company') having its registered office at _____
 _____ is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (part-II) _____ . dated _____ ,
 Category: _____ (Micro/small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
 latest audited financial year _____ . as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small scale industries vide its notification No.S.O.1722(E) dated October 5, 2006:
 _____ ..Lakhs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and Furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
 _____ Lakhs

(Strike off whichever is not applicable)

The above investment of _____ Lakhs is within permissible limit of
 _____ .Lakhs for _____ Micro/ Small
 (strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is
 _____ .. (dd/mm/yyyy) Which is within the period of 3 year from the date of graduation of
 such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013
 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number .

Seal of Chartered Accountant

ACCEPTANCEFOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

DETAILS OF BANK ACCOUNT

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY\$ NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Date:

Bank Manager / Officer
Signature with Bank stamp
and name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal
Operating the contract / Services

Ref: OPS/OS/WC/2016-17/37/057

Date: 02.01.2017

Sub: Dismantling / Removal of existing AC Pipes and Fixing of PVC Rain water pipes including specials in Production Buildings etc. in the premises of BHEL- HPVP, Visakhapatnam

PART-II

(PRICE BID)

Ref: OPS/OS/WC/2016-17/37/057

Date: 02.01.2017

Schedule of Quantities & Rates (SOQR)

Item No.	Description	Unit	Qty	Unit Rate in	Amount in
1	Dismantling / Removal of existing AC Rain water Pipe with fittings and clamps at all heights up to + 22 mts by mechanical means / manually and carefully stacking the serviceable materials at site of work or conveying and handing over the same at our Stores and disposal of unserviceable materials by transporting and dumping nearby low level areas within a lead of 300 metres as directed by Engineer - in-charge.				
	a) 160 mm dia Pipe	R Mtr	3,350	29.45	98,657.50
	b) 110 mm dia Pipe	R Mtr	1,850	29.45	54,482.50
2	Conveyance & Fixing of PVC Rain water pipes of following diamters of 4 Kgf / cm ² confirming to IS : 4985 - 2000 at all heights up to + 22 mts including jointing with proper adhesive as suggested by manufacturer and fixing with in column and truss girders etc., including providing and fixing of new clamps where ever necessary as per standard specifications and instructions of Engineer - in - charge. Rate excludes all specials like shoe; bend and tees will be paid under separate items. The Payment will be made for the actual length including sockets but excluding specials. PVC Pipes will be issued at our stores on Free of cost.				
	a) 160 mm OD	R Mtr	3,350	93.05	3,11,717.50
	b) 110 mm OD	R Mtr	1,850	93.05	1,72,142.50
3	Conveyance & Fixing of PVC moulded fittings in Rain water Pipes confirming to ISS including jointing with proper adhesive as suggested by manufacturer etc., complete. PVC Specials will be issued at our stores on free of cost.				
	a) 160 mm - 90 degrees bend	Nos.	360	94.00	33,840.00
	b) 160 mm - 45 degrees bend	Nos.	270	132.00	35,640.00
	c) 160 mm - Tee without door	Nos.	28	167.00	4,676.00
	d) 110 mm - 90 degrees bend	Nos.	425	96.55	41,033.75
	e) 110 mm - 45 degrees bend	Nos.	125	109.55	13,693.75
	f) 110 mm - Tee without door	Nos.	65	168.55	10,955.75
	Total amount in ₹				7,76,839
	Discount / Escalation offered by Bidder on above total amount in %				
	Total Offered amount after Discount / Escalation offered by Bidder in ₹				

Total Amount in Words:

Ref: OPS/OS/WC/2016-17/37/057

Date: 02.01.2017

NAME OF WORK: Dismantling / Removal of existing AC Pipes and Fixing of PVC Rain water pipes including specials in Production Buildings etc. in the premises of BHEL- HPVP, Visakhapatnam

Tender Enquiry No: OPS/OS/WC/2016-17/37/057, Date: 02.01.2017

NOTE:

- 1) **Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.**
- 2) Contractor shall pay the minimum wages to the contract labour as notified by Central Government from time to time.

The Minimum wages should be as follows as per the Central Government G.O. enclosed for your reference in Technical Bid Annexure-V. However, contractor has to pay as per recent G.O. in force from time to time and no extra claim can be entertained on this score.

In addition to the above the contractor has to comply with all the statutory requirement such as PF, ESI, Bonus, Leave wages, Retrenchment compensation etc.
- 3) **The quoted rate shall be firm throughout the contract period. No cost escalation will be paid on any account throughout the contract period for any item.**
- 4) The item rate offered shall provide for the complete cost towards labour, consumables, tools, plant & machinery, transport, supervision, overheads, profits & all other incidentals etc., complete. **The rate quoted shall not include service tax. However, the service tax as applicable for this contract work shall be paid by contractor and same shall be reimbursed by BHEL on submission of proof payment.**
- 5) Once in a month, bill shall be prepared for the actual quantum of work done and submitted to the Civil Department for further process for arranging payment.
- 6) **L1 shall be evaluated based on quoted total price. However, BHEL Reserves the right to negotiate with L1 bidder.**
- 7) The quantity indicated above is approximate and may vary on both sides subjected to the requirement. However, payment shall be made for the actual quantity only.
- 8) In General, all the materials are in the scope of contractor. Only water and power will be provided at a point free of charge and subsequent lines will be drawn by contractor as their own cost.
- 9) The supply of Adhesive for joining PVC Pipes and new clamps where ever necessary is in the contractor's scope.
- 10) **Offered discount / escalation will be considered for calculation of unit rate & total amount for each item.**

SIGNATURE OF THE TENDERER WITH SEAL