



BHARATH HEAVY ELECTRICAL LIMITED
 RAMACHANDRAPURAM
 HYDRABAD-502032
 ANDHRA PRADESH, INDIA

Phones: 2318-2514,5127
 Telex -
 Fax :040- 23020085

ENQUIRY

PURCHASE DEPARTMENT

Supplier's Copy		Enquiry No.	Enq. Date	No. of. Items	DUE DATE OF QUOTATION
		MIA1M03517	19.03.2013	01	09.04.2013

Please submit your lowest quotation in a sealed cover superscribed with Enquiry No. and due date subject to our terms and conditions attached for the materials mentioned below. Your offer has to reach us on or before due date by 11.00 Hours (IST) and will be opened at 14.00 Hours (IST). If our enquiry no and tender due date are not superscribed on the tender cover, your offer shall be summarily rejected. Whosoever desires to send offers on their own risk (Complete in all respects) via e-mail have to send offers to the common e-mail address : tenderbox@bhelhyd.co.in. Incomplete offers and late offers will not be considered.

Enq. Sl.No	Indent (MIPR) No.	Material Code	Drawing No. Description & Specification	Unit Code	Unit	Quantity	Delivery Schedule	
							Date	Quantity
01	111600003517	HY8410192039	Insulation Pack for Wesman Furnace Includes 1) Fiber blanket 128 kg/cum-size 25MMx600MMx7620MM Quantity-200 No. 2) Unifrax make fiber modules size 250x350x305MM-160 kg/eu M with anchoring assemb- Quintity-4500no. 3) SS (304) anchoring studs 9" (Inches)-Quantity 1200 No 4) SS (304) lockers -600 No. 5) Cup lockers-600No. Detailed Specification and scope of work is attached	01	EA	1	30.05.2013	1

REMARKS1) KINDLY SUBMIT YOU'RE OFFER ALONG WITH OUR ENCLOSED STANDARD TERMS AND CONDITIONS DULY FILLED. SIGNED AND STAMPED	TEST CERTIFICATE REQ: YES GUARANTEE RAO: YES SAMPLE REQ: NO	For and on-behalf of Bharat Heavy Electricals Limited (A.SAILCOO) MANAGER/PUR-CMM
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2) OPEN BID SYSTEM SHALL BE FOLLOWED
 3) YOU CAN SEND YOUR OFFER THROUGH E-MAIL ALSO TO tenderbox@bhelhyd.co.in OR THROUGH FAX.NO. 23020085 OR THROUGH COURIER TO MANAGER/PUR-COORDN BHEL, R.C.PURAM, HYD-502032 SUPERSCRIPITING ON THE ENQUIRY NO. & DUE DATE.

Annexure - T

STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF Gas fired Wessman Furnace

Sl.No.	BHEL Standard Terms	Supplier Confirmation	Deviation
01.	<p>Offers are invited to submit in <u>Single Part / Two-Parts</u>. In case of Two-Parts the following procedure shall be followed.</p> <p><u>Part-I : TECHNICAL-CUM-COMMERCIAL BID :</u></p> <p>Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e. un priced bid).</p> <p><u>Part-II : PRICE BID :</u></p> <p>Consisting of prices for the items enquired. (preconditions for price will not be accepted and the tender will be rejected).</p> <p>The technical-Cum-Commercial offer will be opened first, discussed, finalised and only then the price bid of technically acceptable offers will be opened.</p> <p>If you are not interested / not in a position to participate in the tender, Please send REGRET letter expalming the reasons for not participating, before due date of the tender.</p>		
02.	<p>BHEL keeps its right to reject/load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.</p>		
03.	<p>The spares offered shall be strictly conforming to the specification enclosed.</p>		
04.	<p>PAYMENT TERMS: 1) Despatch of Goods on door delivery basis only. Goods despatched with documents presented thro Bank will not be accepted. 2) 100% payment will be made on receipt and acceptance of materials within 90 days from the date of despatch / Invoice. 3) Payment to SSI Units (Registered with BHEL) will be made within 45 days from the date of despatch / invoice. 4) In no case BHEL shall accept to pay advance / liability towards interest. 5) Offers with deviations to the above payment terms will be loaded @ 1.8% per annum.</p>		
5	<p>Risk Purchase clause will be invoked in case vendor failed to execute the order and non acceptance of risk purchase may leads to disqualification from the tender.</p> <p><u>Definition:</u></p> <p>In case contractor /Supplier withdraws the quotation after its acceptance by BHEL, or fails to execute the work or supply goods as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, BHEL shall be at liberty to forfeit the EMD/SD submitted by contractor/ supplier and cancel the work order / purchase order. BHEL reserves the right, without any prejudice, to get the work done / procure material through alternate sources along with other incidental charges at the risk and cost of the contractor /supplier. In case of execution of work through alternate sources, the extra cost incurred by the company will be recovered from the defaulting contractor/ supplier and if price is lower, no benefit on this account will be passed on to contractor/ supplier</p>		

Annexure - I

Sl.No.	BHEL Standard Terms	Supplier Confirmation	Deviation
14	BHEL will have the option to pre-inspect the spares ordered at supplier's works by our own inspector or by third party agency appointed by us. The final inspection will however be carried out at our works at Hyderabad.		
15	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		
16	The quotation should be valid at least for a period of 90 days from the tender opening date. Price Variations Clause will not be entertained.		
17	Tenders will be received upto 14.00 Hours on the said due date and will be opened on the same day at 14.30 Hours. Tenders which have been posted by registered post through the postal department in time before the opening date but received after tender opening shall be treated as regular tenders. (NOTE:- In time before the opening date means they have to post the offer such that the offer should have reached before tender opening).		
18	The purchase / price preference to Govt. undertakings shall be given as per the guide lines of Government.		
19	DELIVERY PERIOD	2 months	
20	Taxes & Duties:- Please indicate clearly the percentages(%) of applicable taxes.duites like a) Central sales Tax(CST) b) Excise Duty(ED) c) Value Added Tax(VAT)		
	OR any other taxes/duites if any applicable SPECIAL Note: Full CST (Central Sales Tax) without "C" form will be applicable "OR" in case of sales tax with in the andhra pradesh state "VAT" Value added tax will be applicable.		
21	Kindly furnish EFT details .EFT form is attached		
22	For all other terms & conditions, if the offer is not confirmed for any other terms we will load highest offer submitted by any other supplier		
	Note : 1)The offers not complying the above Terms & Conditions will not be accepted. 2)Please confirm your acceptance to all the points indicated above positively and if any deviations to the above specify clearly and submit this duly filled, Signed & Stamped, together with technical bid.		

Manager/Purchase(M&S)

Signature of Vendor

Annexure - I

Sl.No.	BHEL Standard Terms	Supplier Confirmation	Deviation
6	Vendor should submit the EMD of Rs.1.50 Lakhs in the form of DD and successful bidder's EMD will be retained by BHEL and it will be converted into security deposit.		
7	<u>Pre-Qualification Criteria:-</u> Suppliers has to submit all documents as per annexure -II .Failing which their offers shall be rejected. Annexure -II attached.		
8	Tender will be finalised through reverse auction and it will be conducted on package wise only. Non acceptance reverse auction shall leads to disqualification from the tender.		
9	Guarantee regarding workmanship materials used, design and performance should be for a period of 12months from the date of commissioning.		
10	<u>PENALTY CLAUSE:</u> Supplier should quote a definite delivery period and any delay in delivery will attract Penalty at 1/2% per week subject to a max. of 10% of order value. Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty.		
11	<u>TERMS OF DELIVERY:</u> The prices quoted must be compulsorily on FOR - BHEL Works, R'CPuram, Hyderabad inclusive of P&F and F&I charges,if not 3%will be loaded on order value.		
12	<u>TERMINATION CLAUSE:</u> BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.		
13	The sealed tenders superscribing tender number and due date should be addressed to Manager / Purchase (M&S), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032. In case of TWO-PARTS BID, the sealed tender should contain two separate sealed covers. The first one containing the technical part, including all commercial terms except price, superscribed as TECHNICAL-CUM-COMMERCIAL BID along with Tender Number & Due Date. The second cover containing only the prices super-scribed as PRICE BID. These two covers should be sealed individually and both should be put in another sealed cover superscribed with Tender No & Due Date. If the vendor submits the Technical & Price bid together OR submits only Price bid, then the offer will be summarily REJECTED.		

(5)

DETAILED SPECIFICATION AND SCOPE OF WORK OF INSULATION PACK FOR WESMAN FURNACE:

DETAILED SPECIFICATION:

Purpose: To change insulation and insulation support plates of Wesman Furnace of inside dimensions is 6 meter wide X 8 meter high X 15 meters long with a collapsible door of size 8 meter high and 6 meter wide.

1. Fiber blanket 128 Kg/CuM- Size 25 MM X 600 MM X 7620 MM Quantity - 200 No +
2. Unifrax make fiber modules Size 250 X 305 X 305 MM- 160 Kg/ Cu M with anchoring assembly - Quantity - 4500 no
3. SS (304) anchoring studs 9 " (Inches) - 1200 No
4. SS (304) lockers - 600 No
5. Cup lockers - 600 No

SCOPE OF WORK:

VENDOR SCOPE:

1. Complete dismantling of existing ceramic fibre and anchors from the furnace.
2. Dismantling of complete mild steel plates from the furnace. The approx area of plates to be removed will be 450 sq.m
3. Shifting of scrap plates and scrap blankets to 15 meters away from work place. Platform type of truck will be provided by BHEL
4. Tools and tackles like Welding Machine, Gas cutting sets, Grinding machine, Chain blocks, Spanner sets etc to execute the job is in the scope of vendor.
5. Grinding of gas cut area, to get sound material. Assembly of new 5 mm plate in position by staggered welding (50mm X 100mm)
6. Apply of epoxy anticorrosive, Heat resistant paint prior to fibre lining. Paint will be supplied by BHEL. Painting shall be done by vendor.
7. Complete ceramic fibre module lining of furnace and door with 25 mm back up layer.

8. Leak proof matching of door to side walls.
9. All safety equipment like belts, goggles, helmets etc are in vendor scope.
10. Taking work permission and Providing Insurance for workers is in vendor scope.
11. The Refractory work disturbed during removal and assembly of liners shall be replaced by the Vendor for normal working position and required refractory clay will be supplied by BHEL.
12. Mobile crane is in the scope of Vendor for the operations which are not under the BHEL EOT crane vicinity.
13. Prove out for two thermal cycles.
14. Warranty for the material supplied and workman ship shall be for one year from the date of completion of prove out.

BHEL SCOPE:

1. All consumables like Welding rod (SS 308,309 and MS), Oxygen, Acetylene gas cylinders, Grinding wheels (AG7 and AG4 and Cutoff wheel), Emery papers, Power.
2. Providing Platform truck for shifting of dismantled materials to 15 meters away from work spot. Loading and unloading is in the scope of vendor.
3. Supply of complete Mild Steel materials needed for the furnace, Approx 450 square meter of 5 mm sheet.
4. All the materials for furnace work like MS plate, ISMC Channel, Angles etc will be stacked near the furnace (Within 15 meters from the work spot)
5. Providing MS Pipe materials for scaffolding. Prior intimation may be given by Vendor.

Pre-Qualification criteria (PQ):

Annexure - II

Sl No.	Qualifying Requirement	Documents to be submitted
1	<p>The average annual turnover of the vendor during the last 3 Financial years (2009-10,2010-11 and 2011-12) ending 31st March 2012 should be at least Rs.18.00 Lakhs</p>	<p>Copies of audited balance Sheet/profit & loss account for the last three years(2009-10,2010-11 and 2011-12)</p>
2	<p>The vendors should be resourceful and capable, having experience in manufacturing/supply & execution of Similar contracts/works.</p> <p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to one in which applications are invited should be either of the following:-</p> <p>a) One similar completed works costing not less than the amount equal to 40 % of the estimated cost.</p> <p><u>Definition of similar work:</u> Retrofitting of gas fired furnace.</p>	<p>The vendors should submit the following documents:</p> <ol style="list-style-type: none">1. Copy of certificate of incorporation2. Copy of PAN Card3. Copy of Income tax Returns for last three years. (2009-10,2010-11 and 2011-12 ending 31st march 2012)4. Copy of purchase orders executed5. Work completion certificate duly signed and stamped by organization.
3	<p>The vendors should either have their own manufacturing facility or they should be authorized Distributor /Re-seller of the manufacturers for the product samples submitted</p>	<p>Documentary evidence must be furnished to this effect.</p>

Note: The documents as required above shall be submitted along with Part-I Bid. (i.e Techno commercial Bid) otherwise offers liable for rejection.

EFT DETAILS

To All Concerned

In order to improve the payments and settlement systems in India, Reserve Bank of India had introduced electronic payment system viz. National Electronic Funds Transfer (NEFT). This facilitates crediting the due amount to payee's bank account directly. Whenever payments are made through e-mode, the details are being sent promptly to the payee's E-mail Id (if any) and also by post. Further, issue of cheques is being stopped in view of the instructions from Central Vigilance Commission. To avail this free privilege, please send the Annexure duly filled in immediately with bank authorisation or alongwith cancelled cheque leaf indicating IFSC.

Hyderabad
31-Mar-08

Sr. DGM/Fin(Mem)
BHEL Hyd 5020032

(Vendors to furnish this mandate on their Letter Head.)

Annexure

To
Dy. Manager/Finance-CM
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad 502 032

Ref No:
Date:

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below

A. Sup code (As per PO/SCO) / Staffno : NA
B. (Name as per PO/SCO) :
(Retd Employee to indicate address here)
C. PAN of Beneficiary :
D. TIN of Beneficiary :
E. e-mail address of Beneficiary :
F. City (of Beneficiary) :
G. Bank Name :
H. Branch (of Bank) :
I. A/c Number :
J. A/c type (Savings or Current) :
K. MICR Code of the branch (9 digit) :
L. IFSC for NEFT (11 char) :
M. IFSC for RTGS (If different from L) :

Thanking you,

(Signature with Seal)
Authorised Signatory
Name
Designation

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized official of bank)
Bank Stamp



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD – 502032

CMM / Purchase

Phone No.: 040--23182514 Fax No.: 040–23020185 email : asailoo@bhelhyd.co.in

TENDER NOTICE NO. M1A1M03517

Date: 19.03.2013

Tender in two parts (Techno-commercial & Price Bid) will be received by the undersigned in sealed cover from the contractors satisfying the prequalification requirements. The following should be legibly written on the cover -- tender notice number, tender date, name of the work, due date of opening, techno commercial bid or price bid on top of cover. Tenders should receive on or before tender due date before 11.00 Hrs and will be opened at 13.30 hrs on the due date in the presence of bidders or their authorized representatives in BHEL, Ramachandrapuram, Hyderabad.

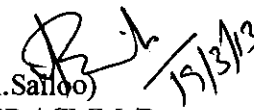
1. Name of work : Supply of insulation material and replacement along with supporting Plates in Wesman furnace HE&F shop.
2. Earnest Money Deposit : Rs.1,50,000.
3. Estimated Cost : Rs 59.50 Lakhs (excluding taxes, duties)
4. Cost of tender documents : NIL
(non-refundable)
5. Tender sale starts from : 19.03.2013
6. Tender sale closes on : 08.04.2013
7. Last date of receipt of tenders: 09.04.2013 up to 10:30AM
8. Date and time of opening of tenders: 09.04.2013 at 14:00 PM
(techno-commercial bid only)

Name & Address of the firm :

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.....
.....
.....

TENDERERS ARE REQUESTED TO SIGN AND PUT SEAL ON ALL PAGES OF TENDER DOCUMENT AND SUBMIT.

for BHARAT HEAVY ELECTRICAS LIMITED


 (A. Sailoo)
 MANAGER / CMM / Pur

Pre-qualification condition:

All the following conditions are to be satisfied by the tenderer. Documentary proof is to be enclosed with the techno-commercial bid satisfying all these conditions without which the offer is liable for rejection.



Sl. No	Requirement	Contractor's Response
1	a. The party must be a reputed furnace builder / reconitioner of heavy size of LPG, / Electrical furnace not below the size 6 meters long X 4 high x 2 wide with at least 5 years' experience, from the date of tender notice. b. List of the customers along with respective contracting executive officers addresses (including phone No. / E-mail ID) for whom machines were manufactured / rebuilt shall be enclosed to the offer.	
2	The party must have adequate infrastructure	
3	The average annual turnover during the last three years ending march 31 st 2010 should be at least 50% of the estimated cost	
4	<p>Experience of having successfully completed similar works ending 31st march 2010 should be of the following.</p> <p>At least one similar completed work costing not less than 40% of the estimated cost i.e. Rs.24.00 Lakhs</p> <p>Performance certificate / minutes of meeting from the customer regarding the satisfactory performance of the machine after commissioning is to be enclosed for the above.</p> <p><u>Definition of Similar works</u> Manufacture / reconitioning of furnace size minimum 6 M long X 4 M high X 2 meter wide or bigger</p> <p><u>Completion period:</u> The completion period shall be considered as the period from date of work order to date of proof of handing over.</p>	

TENDERING PROCEDURE

Tenders may be dropped in the CMM/ Pur Tender box kept in of BHEL, R.C.Puram, Hyderabad – 502 032 ,before the due date & Time.

The bids shall be submitted in two parts.

1. Techno-commercial bid.
2. Price Bid

1. Techno-commercial Bid : The envelop shall contain the Techno-commercial Bid as per the enclosed technical bid pro-forma with relevant documents like copies of ESI, PF code, PAN No., Service Tax Regn. No., TIN No., CST No., Experience, turnover, (IT Returns along with Profit & Loss account copies duly certified by chartered accountant for the 3 previous years to meet



turnover point) and **EMD**. The envelop shall be super scribed "Techno-commercial bid ----- (name of work)".

2. The second envelope shall contain only the price bid to be quoted. Any other information in the price bid shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed by the bidder at the bottom of the page. The envelope shall be sealed and super scribed "Price Bid ----- (name of work)".

Both the above two envelopes shall be kept in another sealed cover. The cover shall be super-scribed with "Quotation for ----- (name of work)" to reach at or before 11.00 hrs on the due date and it should also contain Bidder address, Tender No. & due date.

Tender documents may be downloaded from BHEL website : <http://www.bhel.com>. BHEL is not responsible for any postal delay. The bids will be opened in BHEL, R.C.Puram, Hyderabad- 32 on tender due date at 13.30 hrs in presence of those bidders who choose to be present.

Date of Reverse Auction for price finalization will be intimated after techno-commercial suitability.

The technical bid consists of technical schedule requiring documentary proof. In case the party has not satisfied all the conditions along with documentary proof, the bid will be rejected.

Bids received mixed with both technical & Price bid documents without individual envelop will be rejected.

EMD Payment : An amount of Rs. 1,50,000/- (Rupees One lakh fifty thousand only) towards EMD shall be Deposited in cash at BHEL Cash office or by way of Demand Draft / Bankers cheque drawn in the name of M/S Bharat Heavy Electricals Limited payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment will be accepted, no interest on EMD will be payable.

Cash office timings: 09.30 AM to 11.30 AM & 1.30 PM to 3.30 PM



BHARAT HEAVY ELECTRICAS LIMITED
RAMACHANDRAPURAM :: HYDERABAD-502 032
CMM/ Pur

TECHNO- COMMERCIAL BID

Tender Notice No : M1A1M03517
NAME OF THE WORK: Supply of insulation material and replacement along with supporting
Plates in Wesman furnace HE&F shop.

THIS IS AN INDIVISIBLE WORKS CONTRACT AND THE CONTRACTOR SHALL FILL REMARKS COLUMN AGAINST ALL ITEMS.

This tender schedule must be submitted along with the General Conditions, Special conditions etc. enclosed herewith duly signed and stamped on each page with bidder's covering letter. Quotations should be TYPED on tender schedules only. Any deviations / deletions should be brought out separately on bidder's letter pad and enclosed to the bid documents.

The following are to be filled up by the Bidder:

Name of the Contractor :
Full Address :
Name of contact person :
Phone No. / Fax No. :
E-mail Id. :
Mobile no. :

Sn.	Description	Contractor's Remarks
1	PF CODE NO	
2	ESI CODE NO	
3	PAN No.	
4	Service tax regn. no.	
5	TIN No.	
6	CST No.	
7	Validity : 90 days from techno-commercial bid opening date.	
8	EMD : Rs.1,50,000/-, Cash receipt / bankers cheque details	
9	Security Deposit clause : acceptance (See terms and conditions for details)	
10	Taxes and duties : mention whether included and firm during contract period OR extra as applicable	
11	Payment Terms: 100% against receipt and acceptance of materials within 90 days (SSI- 45 days) for supply portion. I&C charges shall be paid after successful completion of Erection and Commissioning.	



BRIEF DESCRIPTION OF THE MACHINE:

Wesman furnace asset No 06-1329 is commissioned in the year 1985. It is bogie hearth furnace of inside size 15 meter long X 5.2 meter high X 5.2 meter wide. The heat treatment is done by firing producer gas. It is planned to change fuel gas to LPG. It is having 36 no of 1 Lakh kcal burner, 12 at bottom and 24 no on top of furnace. The furnace is 27 years old and outer insulation supporting sheets have deteriorated. The bogies of the furnace is being replaced with higher capacity to 80 tons, previously it was 60 tons. The furnace door is having electrical limit switches at the top and bottom and is operated through electrical motor in vertical direction.

SPECIFICATION OF THE MACHINE

Description of machine: Wesman Furnace Asset No : 06-1329

Year of commissioning: 1985

TECHNICAL DATA

Type of Burner:	High Velocity North American make 0.86 x 10 ⁶ BTU capacity of series 4425-7A
Maximum operating temperature:	1075 °C
Maximum charge:	60 metric tons
Type of fuel:	Producer Gas having calorific value 1300 – 1350 kcal/m ³ at pressure 350 – 450 mm WG.
Type of combustion cum atomizing unit:	Centrifugal Air Blower of 770 m ³ / hour at 750 mm WG
Type of Bogie Haulage:	Rope and Drum type.
Maximum connected heat release:	7.8 x 10 ⁶ kcal/hour
Type of control:	Automatic with multi point recording.
Type of Insulation:	Ceramic Fiber of thickness 200 mm with SS Studs, SS Lockers & Ceramic Cup Lockers.
Door clamping arrangement:	Pneumatic cylinders of bore 6 inch and stroke 4 inch, clevis mounted – 2 nos.

SCOPE OF WORK IN BRIEF:

Removing of existing blanket insulation, its supporting plates and angular. Grinding, cleaning on supported structure including door is to be performed. Replacing with new plates of 5 mm thickness and replacement of angle iron and welding to vertical structure. Blanket insulation with studs and molded insulation is to be put on all around the inside of furnace with suitable anchoring supports. All outside weldments has to be cleaned. Painting two coats of heat resistant aluminum paint. Roof cover supports and insulation are also to be insulated in the same manner. Provision has to be made for insertion of thermocouples - 6 nos.

Sl. No.	<u>SCOPE OF WORK IN DETAIL</u>	<u>Contractor's offer as Agreed/Not Agreed</u>
A.	Procurement from vendor:	
1.	Blanket insulation – size 25mm x 600 x 7620 fiber blanket density 128 kg/m ³ , quantity – 200 nos.	
2.	Ceramic fiber modules – size 250 mm thick x 300 x 300, density – 160 kg/m ³ Quantity - 4500 nos.	
3.	Anchoring studs SS 304, 9” long, quantity – 1200 nos. Lock washers – 600 nos. Cup lockers – 600 nos.	
B.	Services:	
1.	Complete dismantling of existing ceramic fibre and anchors from the furnace.	
2.	Dismantling of complete mild steel plates from the furnace. The approx area of plates to be removed will be 450 sq.m	
3.	Dismantling of complete mild steel plates from the furnace. The approx area of plates to be removed will be 450 sq.m	
4.	Tools and tackles like Welding Machine, Gas cutting sets, Grinding machine, Chain blocks, Spanner sets etc to execute the job is in the scope of vendor.	
5.	Grinding of gas cut area, to get sound material. Assembly of new 5 mm plate in position by staggered welding (50mm X 100mm)	
6.	Apply of epoxy anticorrosive, Heat resistant paint prior to fibre lining. Paint will be supplied by BHEL. Painting shall be done by vendor.	
7.	Complete ceramic fibre module lining of furnace and door with 25 mm back up layer.	
8.	Leak proof matching of door to side walls.	
9.	All safety equipment like belts, goggles, helmets etc are in vendor scope	
10.	Taking work permission and Providing Insurance for workers is in vendor scope.	
11.	The Refractory work disturbed during removal and assembly of liners shall be replaced by the Vendor for normal working position and required	

	refractory clay will be supplied by BHEL.	
12.	The scaffold material is to be cleaned and handed over to BHEL after completion of the work.	
C.	BHEL Scope of work:	
1.	Support plates 5 mm x 1250 x 2500, quantity - 144 nos.	
2.	Angle iron size 6 mm 50 x 50, 12 m long, quantity – 25 nos.	
3.	All consumables like Welding rod (SS 308,309 and MS), Oxygen, Acetylene gas cylinders, Grinding wheels (AG7 and AG4 and Cutoff wheel), Emery papers, Power.	
4.	Providing Platform truck for shifting of dismantled materials to 15 meters away from work spot. Loading and unloading is in the scope of vendor.	
5.	Supply of complete Mild Steel materials needed for the furnace, approx. 450 m ² of 5 mm sheet.	
6.	All the materials for furnace work like MS plate, ISMC Channel, Angles etc. will be stacked near the furnace (Within 15 meters from the work spot)	
7.	Providing MS Pipe materials for scaffolding. Prior intimation may be given by Vendor.	
10.	<u>PENALTY:</u> 0.5% of the total contract value (including labour cost and cost of initial & joint inspection spares) per week or part thereof upto a maximum of 10% of the total contract value shall be levied beyond the time specified in PO.	
11.	<u>PERFORMANCE BANK GUARANTEE :</u> a) Satisfactory performance of the Furnace shall be guaranteed for 12 months (two-shift basis). If it is not satisfactory during the guarantee period, Contractor shall attend to the Furnace / replace failed parts free of charge as and when called upon to do so for defects / failures noticed and attributable to the Contractor's work & supplies (both manufactured and bought-out by them). b) The discarded parts (old) during the warranty period shall be taken back by Contractor at its expenses. Repairs, if any shall be carried out either at BHEL / Contractor works as agreed mutually but cost of transportation both ways shall be on Contractor's account. c) Performance bank guarantee for 10% of total contract value shall be submitted for the guarantee period of 12 months (two shift basis) which shall cease after the guarantee period.	
15.	General terms and conditions of BHEL as per enclosure shall be acceptable. They form an integral part of contract agreement.	
16.	BHEL reserves the right to inspect the progress and workmanship at any stage of the work. Decision of BHEL Representative shall be final in the matter of inspection at any stage. Contractor shall extend necessary co-operation to enable such inspection.	



Insulation Replacement of Gas Fired Wesman Furnace
(Asset No: 06-1329).

21.	The contractor is required to study the machine, the scope of supply and certify the completeness of scope in order to execute the work. In case of any discrepancies, the contractor is required to high light the same to BHEL before submission of the offer. BHEL will specify time and date in NIT.	
22.	Contractor may visit BHEL works to see the Furnace which is presently in working condition in the stipulated time provided after seeking telephonic conversation with the following officials within allotted timings before due date of tender submission. <u>Inspection of site timing are follows:</u> Timings : 9:30 A.M to 4:30 P.M Contact persons: Mr. V. Prabhakar, Sr. Manager/HE Fab Phone no:040 2318 2999 (or) 09490165473 Mr. M .Santosh , Engineer/HE Fab Phone no:040 2318 2999 (or) 09948583917	
23.	Lodging & Boarding facilities for the contractor personnel are at Contractor's scope (during dismantling period, re-erection & re-commissioning period and for troubleshooting during performance guarantee period). BHEL is not responsible for this.	
24.	Material handling facilities such as crane, battery truck, slings, lifting tackles etc. along with operator, consumables like cleaning solvents, cotton waste etc. and utilities like electric power, compressed air etc. shall be provided by BHEL for the works performed at BHEL works	
25.	The enclosed Electronic Funds Transfer Format shall be submitted along with offer. All payments, even return of EMD (for unsuccessful bidder) will be made by EFT only as per CVC guidelines.	



PRICE BID FORMAT

PART - A

Sn.	Description	Total Rs. Lakhs
A. LABOUR : (Activities B of the scope of work)		
	Labour cost:	
	Service Tax @ ---- on Labour cost	
	Total Labour cost (A):	
B. MATERIAL :		
B1 Initial spares : Activity A		
B1.1	Blanket insulation – size 25mm x 600 x 7620 fiber blanket density 128 kg/m ³ , quantity – 200 nos.	
B1.2	Ceramic fiber modules – size 250 mm thick x 300 x 300, density – 160 kg/m ³ Quantity - 4500 nos.	
B1.3	Anchoring studs SS 304, 9” long, quantity – 1200 nos. Lock washers – 600 nos. Cup lockers – 600 nos.	
	Total (B1):	
	Excise Duty Including Cess @ -----	
	CST @ ----- against 'C'Form	
	Grand Total (A + B1): Including taxes, duties, & cess	

BHEL TERMS AND CONDITIONS

A. CONTRACTUAL :

- 1) The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- 2) The Contractor will maintain records of his employees deployed to carry out the job. The Contractor will provide employment card/identity card with photograph duly attested by him to his employees.
- 3) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
- 4) The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
- 5) The Contractor will be solely entitled to dictate such workers about the manner of carrying out the work.
- 6) The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees or will post a Supervisor for this purpose.
- 7) The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, contractor will replace such employee immediately.
- 8) The Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 9) The Contractor will ensure that all precautions are taken for the safety of his employees.
- 10) The Contractor will provide to his employees all tools, tackles and equipments required to carry out the job under the contract at his own cost.
- 11) The Contractor will provide safety appliances at his own cost which may be required under the statute or otherwise.
- 12) The Contractor will provide all material at his own cost as mentioned in the contract to his employees for carrying out the job.
- 13) Transportation facility for the employees to come to BHEL works is in the scope of the contractor.
- 14) Consumables like air, water, power supply will be supplied by BHEL free of cost.
- 15) No accommodation will be provided by BHEL to the contractor personnel deputed for performing the contract work.
- 16) Shift timings: 1st shift – 06:45 to 15:15 hrs with lunch break from 11:30 to 12:00 hrs
2nd shift—15:00 to 23:30 hrs with dinner break from 19:30 to 20:00 hrs

B. STATUTORY :

- 1) The Contractor shall comply with all statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 2) The Contractor shall provide PF passbook to his employees and ensure payment of PF, EDLI, and pension dues under EPF & MP Act, 1952 to the RPFC.
- 3) The Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
- 4) The Contractor shall furnish proper returns to the concerned statutory authorities.
- 5) The Contractor shall be solely responsible for non payment/delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
- 6) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 7) The Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
- 8) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 9) The Contractor shall obtain license under CL(R&A) Act, 1970.



C. GENERAL:

- 1) The contractor shall pay minimum wages to workers as per minimum wages act. Contractor shall make PF, ESI contributions as per applicable rules. ESI Cards should be arranged to contract labour and their wards by the contractor. These records need to be preserved for a period of at least 3 years and made available even after the contract is over for any verification by the statutory authorities.
- 2) Contractor shall provide personnel protective equipment like safety uniform in blue colour, safety shoe in black colour and should ensure that they wear them daily while on work.
- 3) Contract operates on Unit rates, contract labour should get at least Daily Unit rate as per the minimum wages act from the contractor.
- 4) Contractor should pay double amount to the contract labour, if they are engaged more than 8 hours (normal).
- 5) Permissions for labour and materials shall be obtained in the prescribed formats.
- 6) **Break:** contract labour should be given break period for about 15 days once in every 6 months in case of long duration contracts, for one time/ short period contracts this clause will not apply
- 7) The contractor is wholly responsible for any loss of life or partial disability of any of their labour while on duty
- 8) In case of occurrence of any accident/ injury of contractor's staff, BHEL will not pay any compensation while they are on duty and contractor has to take care of health of workers under statutory obligation.
- 9) BHEL reserve the right to cancel the work order in part or in full without assigning any reason.
- 10) Upon awardal of the work, the contractor has to execute an agreement with BHEL on a non-judicial stamp paper worth Rs.100/- as per General Agreement Conditions before commencement of work.
- 11) BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- 12) The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 13) In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the efficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 14) Notwithstanding anything contained in the contract Agreement which will be entered after awardal of work, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 15) The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF(Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy.General manager / Personnel.
- 16) Every contractor shall submit a notice regarding commencement and completion of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to HR Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
- 17) Non – compliance of any provisions under the act / rule / instructions / guidelines shall make the contractor liable for penal action including termination of contract.
- 18) Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
- 19) The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
- 20) Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
- 21) It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under.
- 22) In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.



- 23) No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer in-charge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
- 24) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
- 25) On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.
- 26) The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
- 27) The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.
- 28) Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 29) The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
- 30) The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
- 31) The contractor shall be responsible to settle any grievances of the labour deployed by him.
- 32) Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
- 33) The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
- 34) All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
- 35) For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
- 36) All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
- 37) Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
- 38) The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
- 39) The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
- 40) The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
- 41) Contracts shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
- 42) It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
- 43) All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 44) Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.



- 45) In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
- 46) In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
- 47) In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
- 48) In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
- 49) Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
- 50) The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
- 51) Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.
- 52) Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
- 53) The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
- 54) All disputes, claims and demands arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties each party can appoint one Arbitrator and the Arbitrators so appointed can appoint a Presiding Arbitrator. The proceedings of the tribunal shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the Arbitrators may direct. The Award to be given by the Arbitral Tribunal shall be a speaking award. The arbitration costs, fees and expenses shall be borne by both the parties equally. The award of the tribunal shall be final and binding on both the parties equally. The award of the tribunal shall be final and binding on both the parties. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of the Courts at Sangareddy, Medak District, Andhra Pradesh.

D. GENERAL INSTRUCTIONS REGARDING BHEL TENDERING PROCESS:

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of "Officer Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.
4. Tenderers shall pursue carefully the instructions and directions to the parties given in the tender document and the conditions thereof and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
5. Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.

7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
9. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract. Any increase of statutory levies during the period of the contract will be reimbursed on production of relevant proof of incurring expenditure for the same.
10. **BHEL reserves the right to negotiate for price reduction with lowest quoted (L1) party and negotiated price will be considered as contract amount for all practical purposes.**
11. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
12. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
13. The contractor should abide by the company's CISF Security / safety rules and provide such safety requirements as per statutory rules and requirements of the factories act.
14. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
15. Contractor shall provide uniform, shoes and other Personal Protective Equipments (like safety helmet) wherever applicable to their labour.
16. **Earnest Money Deposit** : Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The rate of earnest money deposit shall be as per tender schedule. EMD by the Tenderer will be forfeited as per Tender Documents 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 the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
 - iii). EMD shall not carry any interest
17. **Security deposit:** (Clause 8.2 of BHEL Works Policy)

8.2.1 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

-- Upto Rs. 10 lakhs	: 10%
-- Above Rs. 10 lakhs Upto Rs. 50 lakhs	: Rs.1 lakh + 7.5% of the amount exceeding Rs.10 lakhs
-- Above Rs. 50 lakhs	: Rs.4 lakhs + 5% of the amount exceeding Rs.50 lakhs

The security Deposit should be collected before start of the work by the contractor.

8.2.2 Security Deposit may be furnished in any one of the following forms

- i). Cash (as permissible under the Income Tax Act)
- ii). Pay Order, Demand Draft in favour of **BHEL**.
- iii). Local cheques of scheduled banks, subject to realization.
- iv). Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of **BHEL** and discharged on the back).
- v). Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of **BHEL**.
- vi). Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C **BHEL**, duly discharged on the back.



- vii). Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

(Note: In case of small value contracts not exceeding Rs.10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection / recovery of initial 50% Security Deposit)

- a. EMD of the successful tenderer can be converted and adjusted against the security deposit.
- b. The security deposit shall not carry any interest.

(NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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 there with.

- 8.2.3 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

Signature of the Bidder with seal



BUSINESS RULES FOR REVERSE AUCTION

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, BHEL-HYDERABAD may resort to "REVERSE AUCTION PROCEDURE" i.e. **ON LINE BIDDING on INTERNET.**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. 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 and conditions.) for each vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
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 standard practice.

Business Rule for inalization of the procurement.

BHEL shall finalise the procurement of the item against this Tender through reverse auction mode. BHEL has made arrangement with **SERVICE PROVIDER** who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidder's responsibility / decision to send fax communication immediately to **SERVICE PROVIDER**. Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back - up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and BHEL is not responsible for such eventualities.
2. **SERVICE PROVIDER** shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Business Rules Document to be



- adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **MATERIAL FOR BID:** 'Reconditioning Work as per scope of work and terms & conditions enclosed with the tender by BHEL.
 4. **Starting Bid/Bid Decrement:** The opening price shall be the lowest price of sealed bids and the bid decrement shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the site.
 5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in **Indian Rupees (INR)** of the item. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for each sl. No. separately.
 6. **BID PRICE:** The Bidder has to quote the Total cost to BHEL for the items specified. Calculation sheet to arrive at the Total cost to BHEL will be provided by BHEL.
 7. The technical & commercial terms are as per BHEL Tender No. ----- . Vendors technical and commercial bid and subsequent correspondences between BHEL and the vendors regarding commercial terms & conditions.
 8. **VALIDITY OF BIDS:** The Bid price shall be firm as quoted in the offer.
 9. At the end of the reverse auction, bidder has to provide a detail break up for his lowest offer.
 10. **Procedure of Reverse Auctioning**
 - i). **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall place a bid which shall be same as that quoted in their Final Sealed price submitted to BHEL or less. The bidders shall confirm in writing to BHEL that their opening bid shall be same as that quoted in their final sealed price bid submitted against Tender No. ---- if it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
 - ii). **English Reverse (no ties) (Reverse Auction):** BHEL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount.
 - iii). **Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.**
 - iv). **Sealed Bid auction will be for 15 minutes and English Reverse auction (no ties) shall be for a period of one hour.** If a bidder places a Bid in the last 10 minutes of Closing of the Auction, the auction shall get extended automatically for another 10 minutes. In case, there is no Bid in the last 10 minutes of closing of Auction, the Auction shall get closed automatically without any extension.
 - v). **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for all the items listed in the tender.**
 - vi). The bid decrement amount shall be specified by BHEL before start of bidding.
 - vii). **Any commercial loading shall be intimated to bidders In advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading If any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.**
 - viii). After the completion of English Reverse auction (no ties), the **Closing Price (CP)** shall be available. In case, any commercial loading was made to L1 bidder's price, it shall be de-loaded from the closing price of L1 bidder (CP) for further processing.
 - ix). The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up.
 11. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) **in Excel Format (which will be provided during intimation of conducting Reverse Auction)** after the



completion of Auction to BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

12. During English Reverse auction (no ties), if no bid is received within the specified time, BHEL, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
13. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **Should you back out and not supply as per the rates quoted, BHEL shall take action as appropriate.**
14. You shall be assigned a **Unique User Name & Password** by **SERVICE PROVIDER**. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from **SERVICE PROVIDER** to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
15. You will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:
 - a. Leading Bid in the Auction (only total price)
 - b. Bid Placed by you
 - c. Opening Price.
16. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
17. BHEL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
18. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
19. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
20. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.



TERMS & CONDITIONS OF REVERSE AUCTION

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **SERVICE PROVIDER**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from **SERVICE PROVIDER**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or **SERVICE PROVIDER** shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **AUCTION TYPE:** 1). Sealed bid Reverse Auction 2). English Reverse No Ties (refer Bidder Manual for details).
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If somebody is bidding just before 10 minutes of Auction closing the Auction will get extended for another 10 minutes. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU).
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiple of Bid Decrement.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him.
8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site using the Login Ids and passwords given to them.

10. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with **SERVICE PROVIDER** can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or **SERVICE PROVIDER**, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- **SERVICE PROVIDER** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- **SERVICE PROVIDER** is not responsible for any damages, including damages that result from, but are not limited to negligence. **SERVICE PROVIDER** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N. B.

- All the Bidders are required to submit the Agreement Form (Annexure) duly signed to **SERVICE PROVIDER** before due date. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to **SERVICE PROVIDER** for further proceedings.