

**CENTRAL PLANT STORES
BHEL, HEEP, Hardwar**

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GENERAL TERMS & CONDITIONS OF THE CONTRACT: TECHNICAL BID:

1. The tender documents are not transferable. These can be obtained by Contractor personally from CSX Administration office Room no-12 of Adm.Bldg no-3 upto 4.00 PM, one day prior to the date of opening of tender, or can be downloaded from BHEL site, www.bhelhwr.co.in/www.bhel.com
2. Sealed tender can be submitted in tender room of Material Management Department, located on 4th floor of Main Administrative Building of BHEL, HEEP Haridwar by Contractor.
3. The tenders duly filled-in will be accepted up to 13.45 Hrs on or before tender opening date in the tender room of Material Management department, HEEP BHEL, Haridwar. These will be opened on the same day at 14.00 Hrs. in the presence of tenderer or their one authorised representative who wish to be present.
4. The tender in two parts – (a) Technical bid (b) price bid, is to be submitted in a sealed cover. Tender number & date of opening must be clearly mentioned on each envelope.
5. Validity of offer should be for 180 days from tender opening.
6. Duration: Period of contract will be 24 months and it is extendable for one year with mutual consent. BHEL reserves the right to terminate the contract, at any time, without assigning any reason by giving notice of 15 days to this effect.
7. Quantity: The figures given in schedule of quantities are only estimated figures. The actual work load will vary during the period of contract. Hence the contractor shall be ready for all eventualities and shall make the necessary arrangements accordingly.
8. Incomplete tender is liable to be ignored. BHEL reserves the right to drop the tenders without assigning any reason.
9. In case of partnership firm, the contractor must furnish copy of partnership deed along with the tender documents. If the tender is being signed by other than the partners the tender should accompany with power of attorney to this effect.
10. Income tax return for financial year 2010-2011 or 2011-12 is to be furnished along with the tender documents. Mention Permanent Account Number (PAN).
11. The Copies of registration of PF, ESI and service Tax etc. shall be submitted. In case Contractor is having PF & ESI codes issued by other than Uttarakhand State Government, the sub-code for Uttarakhand State Government have to be taken by the Contractor within 15 days from the date of award of contract.
12. The Contractor shall follow the working instruction applicable from time to time, and as also instructed by BHEL.
13. The Contractor shall observe all the precautions and safety procedures as advised by concerned store Executive /supervisor/Store Keeper to ensure that there is no damage or pilferage of the material or injury to workman. Due care to be observed while handling heavy, non-ferrous or fragile materials.
14. Movement of vehicles within factory premises is to be regulated as per rules & avoided during peak traffic hours.

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15. The Contractor shall make own arrangement for loading / unloading of vehicles. However depending upon the availability of crane and other material handling equipment and its operators, the same may be provided by BHEL free of charge to the Contractor.
16. For the purpose of payment of work done by Contractor, weighment slip issued by weighbridge of BHEL will be considered. In case of any doubt re-weighment may be done. Weight given in challans may be considered as weight in case non operational of weigh bridge.
17. The bill for payment is to be presented once a month to the In charge Block –I Gantry Stores for the job completed in the previous month by the contractor along with all the copies of the completion slip /challans indicating the work done by him .No payment will be released to him unless the bill is accompanied by signed challans and all necessary documents from authorised officials. The payment will be made after deduction of statutory requirements of Income Tax /Sale Tax, Service Tax, ESI /PF etc.
18. Whenever the Contractor fails to perform any of the duties as per contract, departmental labour/staff or other Contractor may be employed for which any amount spent plus overhead charges as applicable will be recovered from the Contractor.
19. Any penalty imposed will be deducted from the running bills of the Contractor or final bill or from security deposit.
20. The Contractor shall take adequate steps to prevent any loss or damage to any materials entrusted to him. The Contractor shall be liable to pay, to the company, for the damages due to negligence or on account of failure in exercising proper care in clearing, handling, forwarding or transporting the goods covered in the contract or any other failure or any breach of terms and conditions on the part of contractor.
21. If the contractor neglects work or fails to observe and /or follow any of the terms and condition of the agreement, HEEP, BHEL may without prejudice to any other right, terminate this contract by giving 15 days notice in writing. BHEL may forfeit the security deposit of the contractor. The termination of contract by the Company shall be without prejudice to the company's right to recover from the contractor the cost of completing the work plus overhead charges by any other agency.
22. For carrying out the above work successfully, it will be obligatory on the part of the contractor to post, on all working days, one suitable person in Block-1 Gantry Stores, in the capacity of Contractor's representative.
23. It shall be the responsibility of the Contractor to check the receipt of the materials against challan, before taking the material from BHEL premises.
24. The Contractor shall not sublet any work under this Contract, either in full or in part thereof.
25. Contractor or his representative will report every working day along with required vehicles latest by 9.00 AM to Incharge BI-1 Gantry Store and record his presence and follow instructions. For any emergency contractor can be called at any time.
26. Contractor will give provisional receipt of material to respective shop planning section at the time of loading materials from various shop/blocks.
27. Contractor shall deposit a bank draft/bankers cheque/case receipt of Rs.500.00 (Rs.Five hundred only) in favour of Manager Finance Case) BHEL, HEEP, and payable at Haridwar towards tender fees.

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28. The Contractor shall be responsible for fulfilling all requirements as prescribed in any act of parliament or by state legislative. The Contractor shall give certificate with each running bill that all provisions have been complied with. Any loss to the property (belonging to the contractor or the company) or injury to the staff /labour of the Contractor caused due to any reason will be sole responsibility of the contractor. Accordingly the contractor is advised to take necessary insurance cover. Any liability arising due to Contractor, his staff/labour, materials being handled by him in favour of the company will be recoverable from the Contractor.
29. The Contractor shall ensure valid registration with the entire state and Central Govt. department as required by various laws such as ESI, PF, and Service Tax etc. & submit copies of the same whenever required.
30. The Contractor shall pay wages to the workmen engaged by him at the rates which shall be not less than the minimum wages, as prescribed by BHEL which are above the one, applicable under law from time to time. The Contractor shall also ensure statutory obligations (PF,ESI,Service Tax etc.) & benefits to his workmen as per provisions of law enforced from time to time.
31. All pages of tender documents are to be signed by the Contractor as proof of acceptance. Acceptance of all clauses of tender is required in totality.
32. A covering letter on printed letterhead (giving full address & telephone nos etc.) should be enclosed with the tender.
33. Contractor shall provide details of pending legal dispute in last two year with any of BHEL's unit.

SECURITY DEPOSIT :

1. Security deposit shall be governed as per clause 8.2 of Works Policy.
2. In case of successful Contractor the earnest Money will be adjusted towards the Security Deposit.
3. The successful contractor will deposit security money within seven days of the receipt of the acceptance of his tender with Manager (Cash) of BHEL.
4. Security deposit can also be recovered @ 10% from the running bills. However in such cases at least 50% of security deposit shall be collected before start of work and balance 50% may be recovered from the running bills.
5. Security deposit shall be refunded after completion of work and settlement of disputes & shall not carry any interest.
6. In case the Contractor fails to start the work by due date as communicated in offer/acceptance letter, the Earnest Money shall be forfeited.

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MINIMUM ELIGIBILITY CRITERIA:

Price bid of only those Contractors shall be opened who fulfill following minimum eligibility conditions:-

- The Contractor shall have at least one year experience of such and similar work in Government organization /department, PSUs and value of contract/contracts executed by Contractor shall not be less than 10 Lacs during the reference year.
- The Contractor shall have at least one tractor of minimum 30 Horse power capacity and registered with RTO. Tractor shall be registered in Contractor's own name or in the name of the firm or partner. The Contractor shall submit attested copies of registration of tractor with technical bid. Attestation of registration of tractor shall be carried out by Notary or BHEL's Executive not below the rank of Manager.
- Contractor shall arrange truck, trailer, trolley, as per requirement of BHEL for despatch of material of variable load ranging upto 35 MT. BHEL's normal requirement of vehicle for carrying load to local vendors will be upto 15 MT. However, in 20% cases item to be transported may weigh between 15 MT to 35 MT . BHEL shall give intimation for arranging vehicle at least one day in advance for load upto 15 MT and three days in advance for load between 15 MT to 35 MT. Contractor shall ensure to deploy the vehicle within the stipulated time. In case of delay, penalty of 1 % of cost of transportation of item/material load offered, per day shall be charged for delayed period. This penalty will be maximum 10% of cost of transportation of item/material load offered. These vehicles shall be maintained by the Contractor at his own cost.
- For collection, loading, shifting and stacking of scrap wood inside the plant, Contractor shall deploy suitable trolley /trailer on regular basis. Shifting of wood shall be as per instructions of BHEL.
- Contractor shall provide valid e-mail identification for faster communication.

PENALTY

BHEL shall give intimation for arranging vehicle at least one day in advance for load up to 15 MT and three days in advance for load between 15 MT to 35 MT Contractor shall ensure to deploy the vehicle within the stipulated time. In case of delay penalty of 1 % of cost of transportation of item /material load offered, per day shall be charged for delayed period. This penalty will be maximum 10 % of cost of transportation of item/ material load offered.

EARNEST MONEY

- 1) To be deposited along with the tender is Rs 100000/- (Rupees One Lac only)
- 2) The Contractor shall deposit Earnest Money and tender fee with technical bid & not with price bid. The tender will not be considered unless Earnest Money & tender fee is deposited. The Earnest Money should be either in the form of demand draft /pay order issued by any nationalized bank and payable to Manager (Cash) HEEP/BHEL at Haridwar.
- 3) No interest shall be payable on earnest money so deposited.
- 4) Earnest money is liable to be forfeited if Contractor revokes within the validity period or increase his earlier quoted rates against his tender or fails to execute the contract in time as per contract/LOI.

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CHECK LIST AND SCHEDULE OF GENERAL PARTICULARS

Contractor is required to fill in the details against each column given below and ensure that no column is left blank or incomplete. (to be submitted along with Technical Bid.)

Sl.No.	Particulars	Details
1.	Name of the Contractor	
2	Address of Contractor	
3	Office Address Phone No. /FaxNo./Mobile No.	
4	E-mail ID	
5	Name /Designation & Address of the official of Contractor to whom all the reference shall be made.	
6	Name & Address of Directors /Parteners.	
7	Contractor Proposal No. and Date	
8	Earnest Money Deposited Details No.....Date.....	Yes /No
9	Validity of offer /Rate Quoted should be valid for ordering up to 180 days from the date of opening of tender, To remain firm during the contract period if awarded.	Valid up to
10	Details About Type of the Firm in case of Partnership Firm, Partnership Deep to be submitted.	
11	Income Tax Return for Financial year 2010-11 or 2011 -12 enclosed.	Yes /No
12	Details of Experience Enclosed	Yes /No
13	Authority Letter of Person if Authorised	Yes /No
14	Any legal dispute pending between Contractor & BHEL with details.	Yes /No
15	Attested copies of registration of tractor.	Yes /No
16	The price bid contains only rates and value in the specified column. No other terms & conditions have been added by us.	Yes
17	Any others Information	

Note:

1. The Contract shall submit attested copies of registration of tractor with technical bid, Attestation of registration of tractor shall be carried out by Notary or BHEL's Executive not below the rank of Manager.
2. All the reference & details should be filled in neatly in the above statement.

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(Reply on contractor's letter head only)

From:
.....
.....

To,
Additional General Manager I/C (CSX)
Bharat Heavy Electricals Ltd.
HEEP, BHEL, Ranipur, Hardwar

Sub: - tender No. CSX /GTY/11
Date of Tender opening:.....

Having examined and perused the tender document: I /We hereby submit my /our quotation for the noted work and agree with the terms & conditions mentioned in the aforesaid documents.

I/We enclosed herewith a bank draft /bankers cheque No.....Dated.....
.....drawn on bankfor Rs. 100000.00 (Rs One Lac only) in favour of Manager Finance (Cash) BHEL HEEP and payable at Haridwar towards Earnest Money. I/We also enclose a bank draft /bankers cheque /cash receipt No.....Dateddrawn on bankfor Rs. 500.00 (Rs.Five hundred only) in favour of Manager Finance (Cash),BHEL HEEP and payable at Haridwar towards tender fees.

I/We also understand that BHEL reserves the right to reject tender without assigning any reason.

It is also certified that I /We have at least one year experience in Government organization /department, PSUs of such and similar work and value of contract executed by me/us is not less than 10 lacs during the reference year.

It is further certified that I /We have necessary facilities and necessary financial means to carry out the work mentioned in the tender without hindrance whatsoever.

I/We also understand that price bid of only selected technically qualified tenderer shall be opened.

Enclosure:

1. Envelop of technical bid.
2. Envelop of price bid.
3. Both envelop in one envelope mentioning tender no. & date of opening.

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PRICE BID

(TO BE KEPT IN A SEPARATE SEALED COVER)

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SUBJECT: - Tender No. CSX/GTY/11

Sl. No.	Job Description	Estimation quantity for two years (A)	Rate per unit (Rs.) (B)	Value (Rs.) (AXB)
1.	Collection, loading, transport, unloading and delivery of all types of material from anywhere in HEEP, BHEL, Haridwar to anywhere at Sub-Contractor's works within 15 kms radius of HEEP, BHEL, Haridwar. Minimum charges payable for each trip (one side) shall be 3MT.	14855 MT		
2.	Collection/loading of Scrap Wood from anywhere in plant, it's inspection by Block-7 representative, shifting to Disposal Area and proper stacking in scrap yard. Minimum charges payable per trip shall be for One MT scrap wood.	2555 MT		
3.	Obtaining acknowledgement of material delivered to Sub-Contractors, handing over acknowledgement to BHEL & completion of related documentations. Each dispatch challan shall be counted as one consignment.	10864 Numbers.		
Total Value				

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Note:-

1. Rates: Please quote your minimum rates at the 1st instance. Single rate against each item shall only be considered. Write rates both in words & figures. Rates quoted by contractor should be exclusive of service tax which is payable extra as per Government guidelines.
2. Quantity: The figures given in schedule of quantities are only estimated figures. These are variable on both sides, and no guarantee about actual volume of work can be given. The actual work load will also vary during the period of contract. Hence the Contractor shall be ready for all eventualities and shall make necessary arrangements accordingly. No claim for any decrease or increase in quantity shall be entertained.
3. The rank of the tenderers shall be based on total value (AXB)

Central Plant Stores, BHEL,HEEP, Haridwar
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SECURITY DEPOSIT:

The security deposit and any others amount due to the Contractor will be liable for forfeiture in the event of the Contractor violating any of the conditions of the contract. It may also be set off against any claim or expenditure incurred by Co. on account of acts of omission /commissions on the part of the Contractor.

SETTLEMENT OF DISPUTES:

- a) If any dispute or difference of opinion what so ever may arise between the company and the Contractor upon or in relation to or in connection with the contract, the same shall be referred to sole arbitration of Factory Manager of HEEP, BHEL or such other person as nominated by the Factory Manager. There will be no objection to any such appointment, or award of the Factory Manager or the arbitrator so appointed .The award shall be final and binding on the company and the Contractor, the arbitration proceeding shall be held at Ranipur, Hardwar. Work under contract shall continue during the arbitration proceedings, unless otherwise directed in writing by the company or unless the matter is such that the work cannot be possibly continued till the decision of arbitrator.
- b) Jurisdiction in all legal suits will be in court of Haridwar.

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