

**BHARAT HEAVY ELECTRICALS LTD.
CENTRAL PLANT STORES
CFFP HARDWAR
TENDER FORM**

NAME :

TENDER NOTICE NO. : **CFF/CSX/WC/SHIFTING/TPT/T-02/2011-2012**

APPROX. VALUE OF CONTRACT : Rs.3757315/- (APPROX.)

LAST DATE FOR RECEIPT OF TENDER : 14/06/2011 UP TO 1.30 PM

TIME & DATE FOR OPENING OF TENDER : 14/06/2011 AT 2.00 PM

AMOUNT OF EARNEST MONEY : Rs. 100000/-(ONE LAKH)

TO BE PAID ALONGWITH THE TENDER
FORM IN CASH OR BY PAY ORDER
OR BY DEMAND DRAFT

PLACE OF OPENING OF TENDER : Tender Room (Stores Deptt)

PROPOSED PERIOD OF THE CONTRACT: ONE YEAR

Name of the work: **Transportation of material from Central Plant Stores to Various
Shop**

DESCRIPTION OF WORK

As per Annexure (Bill of quantity) enclosed.

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

(Signature of Tenderer)

To be submitted along with Prequalification - Technical Bid..

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

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

Sl. No.	PARTICULARS	DETAILS
1.	NAME OF THE CONTRACTOR	
2.	ADDRESS OF CONTRACTOR	
3.	TELEGRAPHIC ADDRESS PHONE NO. FAX NO. e-mail ID	
4.	NAME/DESIGNATION & ADDRESS OF THE OFFICIAL OF CONTRACTOR TO WHOM ALL THE REFERENCES SHALL BE MADE.	
5.	NAME & ADDRESSES OF DIRECTORS/ PARTNERS.	
6.	EARNEST MONEY DEPOSITED DETAILS NO.....DATE.....	YES/NO BY CASH/BANK DRAFT
7.	VALIDITY OF OFFER/RATES QUOTED should be valid for ordering upto 180 days from the date of opening of tender , To Remain firm during the contract period if awarded	VALID up to
8.	DETAILS ABOUT TYPE OF THE FIRM IN CASE OF PARTNERSHIP FIRM, PARTNERSHIP DEED TO BE SUBMITTED.	
9.	LATEST INCOME TAX CLEARANCE CERTIFICATE ENCLOSED.	YES/NO
10.	AUTHORITY LETTER OF PERSON IF DOCUMENTS SIGNED BY AUTHORISED PERSON	YES/NO
11.	ANY LEGAL DISPUTE PENDING BETWEEN CONTRACTOR & BHEL OR PUBLIC SECTOR UNDERTAKING WITH DETAILS.	YES/NO
12.	Submitted proof of in the name of his firm PF,ESI registration, Service Tax Registration No.(which are mandatory)	YES/NO

NOTE:

Self attested photo copy of the documents should be submitted by the contractor along with Prequalification- Technical bid

2. All the reference & details should be filled in neatly in the above statement.

Tender No:

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

FROM.....
.....
.....

To.

AGM (Stores)
Main Stores
BHEL – CFFP
Ranipur – Hardwar

Sub : **Transportation of material from Central Plant Stores to Various Shop & all other works detailed description** (Page 10/10)

Annexure 'A' : Schedule of Bill of quantity for Tender

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

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

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

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

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

Yours faithfully

Name of the Contractor with
Signature and full Name

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

INSTRUCTIONS AND GUIDE LINES TO TENDERS

01. RECEIPT AND OPENING OF TENDER

1.1 Sealed tender will be received on behalf of AGM (CSX, MPIC & SC) in Stores department CFFP from the bonafide Contractors with sufficient experience of doing such work as per Clause (4) i.e. Prequalification – Technical bid.

1.2 The Tender are to be submitted in two parts.

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

Bid with documents fulfilling the pre qualification criteria as per Clause 4.0 of Annexure `A` i.e. Instruction & Guide lines to tenderers of the tender documents (In Separate Sealed Envelope).

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

Bid giving rates along with value as per Bill of quantity as per annexure `A` (In Separate Sealed Envelope)

The part – I & II should be submitted in separate sealed envelopes there after both the envelopes should be kept in one envelope duly sealed. All envelopes should be sealed and should be superscribed with T.No. & due date. Similarly envelope of part – I & II should be superscribed with T.No. & due date and (pre qualification bid) /Price bid etc.

The prequalification bids will be opened first, discussed and technically acceptable tenders will be finalized.

The price bid will be opened only of these technically qualified tenderers.

L-1 status will be decided taking rates of all categories together with bill of quantity i.e total value as per annexure – A and order shall be placed on single contractor for all the categories.

L-1 STATUS WILL BE DECIDED ON TOTAL VALUE

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

1.4 The Contractors are expected to have the necessary tackles and equipments like registered & Tax Paid Tractor Trolley and sound organisation set up at their disposal for carrying out work as per above tender.

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

1.6 Contractor has to cater to the all shops requirement at a time regularly.

1.7 Minimum three group of workers with separate Tractor Trolley shall be required to operate simultaneously

02. AGREEMENT

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

03. EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited in cash or by pay order or by Demand Draft issued by any National Bank in the favour of Sr.A/c.Officer (Cash) of CFFP/BHEL, Hardwar, Payable at Haridwar. **Any other mode of Earnest Money payment is not acceptable.**

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

- 3.1 EMD by the Tenderer will be forfeited if
- (i) After opening the tender, the tenderer revokes his tender with in the validity period or increases his earlier quoted rates
- 3.2 Amount of Security Money to be deposited for proper fulfillment of contract will be as follows:
- | | |
|---------------------------------------|--|
| Up to Rs. 10 Lakhs | - 10% |
| Above Rs. 10 Lakhs up to Rs. 50 Lakhs | - 1 Lakh + 7.5% of the amount
Exceeding Rs. 10 Lakhs |
| Above Rs. 50 Lakhs | - Rs. 4 Lakhs + 5% of the amount
Exceeding Rs. 50 Lakhs |
- The Security deposit should be submitted before start of the work by the contractor.
- 3.3 The successful tenderer shall on the receipt of the acceptance of his tender, deposit with (Finance)CFFP a Sum which will, with the amount of Earnest Money already deposited by him along with tender makes up to 50%(Fifty percent) of the full security deposit as specified above.
- 3.4 For remaining 50% of Security deposit, BHEL/CFFP shall be further entitled to deduct 10% of all money payable to the contract or until such deductions with the security money already deposited by him will makeup the full security deposit.
- 3.5 The Security deposit will be retained by BHEL/CFFP as a Security for due fulfillment of the contract.
- 3.6 The Security Deposit and any other amount accruing to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract or will be set off against any claim or expenditure incurred by BHEL/CFFP on account of acts of commissions/ commissions on the part of contractor.
- 3.7 All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or released by the sale of Security of from the interest arising there from or from any sum which may be due or become due to the Security deposit being received by reasons of such deductions or sale as aforesaid. The contractor shall with in ten days make good in cash or security endorsed as aforesaid, any sum by which the Security has been reduced.

4.0**QUALIFICATION CRITERIA**

- 4.1 The Contractor should submit required “Earnest Money” along with the tender.
- 4.2 In case of partner ship firm the tenderer must furnish partner ship deed along with the tender document. In case the tender is being signed by others then the partners the tender should be accompanied with power of attorney to this effect.
- 4.3 **PAN** No must be furnished along with tender. The validity of offers submitted by Contractors should be valid for ordering up to 180 days from the date of opening of tender, to remain firm during the contract period if awarded.
- 4.4 The contractor should submit proof of in the name of his firm PF,ESI registration, labour license, Service Tax Registration No(Which are mandatory)
- 4.5 Participating Contractor must have minimum Three (03) Tractor along with trolley/Trucks on his name. Copies of valid registration certificates to be enclosed with Tender document.

GENERAL TERMS & CONDITIONS

- 1) BHEL shall have the priviti of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL has nothing to do or concerned with the employment of workmen working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer – employee relationship.
- 2) The Contractor shall maintain regular contact with the contract executing officer of BHEL and will interact on matters relating to the work awarded under this contract.
- 3) 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 deficiency/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. The BHEL shall have the right for risk purchase clause.
- 4) The Contractor shall deposit an amount of Rs. _____ as security to BHEL in the form of cash (As per Income Tax) pay order/bank guarantee (subject to maximum 50%) DD issued by Bank acceptable to BHEL or FDR in the name of the Contractor A/C – BHEL duly discharged on the back. EMD deposited can be converted/adjusted in to security deposit. Security deposit can also be recovered @ 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and 50% from the running bills. This Security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it subject to payment of final Bill after deduction on account of company dues and non-deposit of statutory dues, production of No Demand Certificate and fulfillment of Guarantee/Warrantee, if any. (No interest shall be payable on the security deposit.)

- 5) The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- 6) Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 7) The contract will commence on _____ date and will remain valid for a period of _____ year(s) till _____ date. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
- 8) All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the head of CFFP/BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Haridwar (U.K.) in India. The Award to be given by the Arbitration shall be a speaking award. The questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Haridwar Courts.

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

- 1) Contractor shall ensure that adequate no. of workmen are deployed for execution of the Work awarded to him for ensuring uninterrupted working.
- 2) Contractor and or his authorised supervisor should be available at all time to supervise the work allotted to him.
- 3) Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and Contractor should ensure that all the workmen are having Police verification and are member of the PF / ESI scheme. Such workmen should possess requisite skill & experience.
- 4) Contractor to maintain appropriate records under labour laws of his workmen.
- 5) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his workmen.
- 6) In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately.
- 7) Under no circumstances the contractor will sub-contract the job without prior written permission of the contract executing officer.
- 8) Contractor will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his workmen.
- 9) Contractor should ensure proper safety of all workman his equipments, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.
- 10) The Contractor shall ensure that all his workmen wear the required personnel protective equipment while working on the jobs. The contractor shall ensure all safety precautions for prevention of accident of his workmen.
- 11) In case of any accident it will be the sole responsibility of the contractor to provide necessary medical aid to his injured workmen and liaison with the concerned authority's i.e. ESI etc.

- 12) Up keeping and maintenance of all tools & tackles issued to contractor will be the responsibility of the contractor. Any loss or damage of the same will be recovered from the contractor.
- 13) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.

B) Towards statutory Liability

- 1) All statutory requirements under Minimum Wages Act, 1948, Payment of wages Act, 1936, Workmen Compensation Act.1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act, 1948, The Contract Labour (R & A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act, and all other applicable Acts shall be complied with by the Contractor.
- 2) Contractor shall comply with all statutory requirements, rules & regulations, and notifications in relation to employment of his workmen issued from time by the concerned authorities.
- 3) Contractor shall ensure payment of statutory prescribed minimum wages as applicable before expiry of seventh day from the last day of wages period in the presence of authorize representative of BHEL and maintain proper records of their timely disbursement. These records shall be preserved for a period of 5 years and should be made available for any verification by the statutory authorities/ BHEL authorities. Contractor to issue wages slips to his workmen.
- 4) Contractor to provide PF Pass book to his workmen and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
- 5) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each workmen.
- 6) Contractor shall produce proof of deduction as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
- 7) Contractor shall furnish proper returns to the concerned statutory authorities and shall provide a copy of the same to BHEL.
- 8) Contractor shall be solely responsible for non-payment/delayed payment of Wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 9) Contract Labour shall be paid wages as prescribed by the State Govt. of Uttrakhand In addition to it Rs.2000/-, Rs.2300/-, & Rs.2500/- will be paid over & above the minimum wages in respective category of unskilled, semiskilled and Skilled category applicable presently.
 USW: Rs. 277
 SSW : Rs. 309
 SW : Rs. 336
- (a) Applicable enhanced DA as declared by State Govt. six monthly for various category
- (b) This Payment is to attract statutory payment/ PF,ESIC, BONUS & Leave etc.
- (c) Payment to Contract Labour by Cheque/e-payment by the respective contractor
- (d) A worker will not work continuously more than 20 working days.
- (e) The implementation of PF (through booklets), Bonus & leave elements timely submission of return and up keeping of records in various form 12,14,16 & 17 will be part of tender document
- (f) All license including existing stands cancelled and needs to be applied a fresh owing to change of App.Govt.
- (g) Both start and completion of all contracts work to be notified to Central Govt. in all cases in Form VI A & VI-B.

- 10) In case the contractor fails to make payment of wages to his workmen or remittance of contribution to the concerned authorities, by the due date the security deposit/other dues/running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
- 11) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statues or any civil or criminal law in connection with workmen deployed by him.
- 12) The liability for any compensation on account of injury sustained by any workman of the contractor will be exclusively that of the contractor.
- 13) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his workmen.
- 14) In case a contractor employs Women he will discharge his obligation under law in respect of such women workers like prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leaves as per rules etc.
- 15) Contractor to obtain license under CL (R&A) Act, 1970.
- 16) Contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise in execution of his work.
- 17) All license including existing stands cancelled and needs to be applied a fresh owing to change of App.Govt.
- 18) Both start and completion of all contracts work to be notified to Central Govt. in all cases in Form VIA & VIB

C) Penalty Clause

- 1) Completion of work shall be strictly as per time limit specified in the contract. Failure to complete the work within the scheduled time, the contractor will be liable to penalty of ½% (half percent) of the value of works in arrears (i.e. value of work as per contract) per week or part there of subject to maximum of 10% or at the discretion of Contracting Department Head/Executing officer.
- 2) In case the contractor makes delays in commencing the work within the time specified by BHEL inspite of a reasonable notice in writing, OR in case the contractor fails to comply with any of the terms and conditions of the contract inspite of reasonable notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole.
In the event of cancellation / termination, the contractor shall be liable to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL in accordance with the exigencies of the work. In case only a part of the contract is cancelled the remaining portion of contract may be allowed to be executed by the contractor.

Signature
For and on behalf of firm/Contract

Signature
For and on behalf of BHEL
Hardwar

Name of the firm/
Contractor

Name:

Designation

BILL OF QUANTITY FOR THE YEAR 2011-2012

Name of the work : Transportation of various material from CPS/CFFP to various Shops.

Sl. No	Description of work	Qty 'A'	Rate to be quoted by contractor 'B'	Value(Rs.) 'A x B'
01	<u>Transportation of material from Central Plant Stores to various shop by Registered & Tax Paid Tractor Trolley of Contractor's</u>			
(a)	Transportation of material & Stacking from CPS to SMS	8500 MT		
(b)	Transportation of material & Stacking from CPS to S/Fdy	3200MT		
(c)	Transportation of material & Stacking from CPS to L/Fdy	1450 MT		
(d)	Transportation of material & Stacking from CPS to F/Shop	350 MT		
e)	Transportation of Hot Ingot SMS to F/Shop & Vice versa with BHEL Tractor Trolley	14000 MT		
f)	Shifting of Forgings Heavy F/Shop to Medium F/Shop & Vice versa with BHEL Tractor Trolley	6000 MT		
g	Shifting of Forgings Heavy F/Shop to Medium F/Shop & Vice versa with Contractor Tractor Trolley	6000 MT		

