



## INVITATION TO TENDER

Ref: OPS/OS/SC/2017-18/35/031

Date: 10.07.2017

**Sub:** Service Contract for maintenance of **Wesman Furnace Bogie** in the factory premises of BHEL-HPVP, Visakhapatnam for a period of Six months.

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

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE ₹	EMD ₹	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Service Contract for maintenance of <b>Wesman Furnace Bogie</b> in the factory premises of BHEL-HPVP, Visakhapatnam for a period of Six months.	1.96 Lakhs	3,930/-	Six Months	24.07.2017 up to 14.00 Hrs.

### 1.0 ELIGIBILITY CRITERIA:

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2016 should be at least 30% of the estimated value. (i.e., ₹ 0.59 Lakhs). Tenderer should enclose EPF, ESI, PAN, GSTIN Registration No., Income tax returns for last three years (FY 2013-14, 2014-15 & 2015-16) and Profit & Loss account and Balance Sheet certified by the Auditor for the last 3 years.
- II) The Contractor should have experience of completing similar works during last 7 years ending 30<sup>th</sup> June' 2017 as given below:
  - (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 0.78 Lakhs each)  
OR
  - (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. ₹ 0.98 Lakhs each)  
OR
  - (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. ₹ 1.57 Lakhs)

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note:** Similar work means **Mechanical Maintenance works on regular contract basis for State / Central Govt. or Undertakings or Private firms.**

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

### 2.0 SCOPE OF THE WORK:

Work is to be carried out as per Scope of Supply (Annexure-I), Special conditions of contract (Annexure-II) and Schedule of Items & Bill of Quantities (Annexure-IX).

### **3.0 LOCATION OF WORK:**

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

### **4.0 EARNEST MONEY DEPOSIT:**

- I. The tenderer shall submit EMD for ₹ 3,930/- (Rupees Three Thousand Nine Hundred Thirty only) in the following forms only:
- a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer)
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

**Note:** Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 32 of Annexure – III.

### **5.0 CONTRACT PERIOD:**

Contract shall be valid for a period of Six months from the date of work order or intimation from Mech. Maint. Dept., whichever is later.

### **6.0 SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause No. 16 of Annexure – III.

### **7.0 INCOME TAX:**

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

## **8.0 PAYMENT TERMS:**

Payment will be made on monthly basis within 30 days from submission of running bill / final bill along with following documents to Works Engineering department or 15 days from date of clearance from HR/IR department.

- a) Invoice/Bill
- b) RTGS
- c) GST payment proof is to be submitted along with the bill.

**Note:** All payments will be released only through RTGS / NEFT through BHEL proforma. Electronic Funds Transfer form (enclosed in Annexure-B) duly filled and certified through bank may be enclosed.

## **9.0 PRICE SCHEDULE, TAXES & DUTIES :**

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on due date of tender submission except GST. However, GST as applicable shall be payable by contractor and same shall be reimbursed by BHEL on submission of proof of payment along with the bill.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws like GST.
- g. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- h. Tenderer should quote the rates & amount in figures. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- i. All rates shall be quoted in the tender format only.

## **10.0 VALIDITY OF OFFER:**

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

## **11.0 RISK PURCHASE:**

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

Ref: OPS/OS/SC/2017-18/35/031

Date: 10.07.2017

**12.0 GENERAL:****12.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

**13.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

13.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

13.4 Dy. Manager (WE-Mech. Maint.) shall be the Engineer-Incharge for herein after referred to as such in the tender.

13.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opts for Reverse Auction as per applicable guidelines.

13.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender:

**PART - I: TECHNO COMMERCIAL BID**

a) Scope of Supply	: Annexure – I
b) Instructions to the Tenderers	: Annexure – II
c) General Terms and Conditions for Tender	: Annexure – III
d) Minimum Wages as per Central Labour Department	: Annexure – IV
e) Acceptance to the tender terms & conditions	: Annexure – V
f) Contractor Information	: Annexure – VI
g) Check List	: Annexure – VII

**PART - II: PRICE BID**

h) Price Bid (Schedule of items and Bill of Quantities)	: Annexure – VIII
---	-------------------

**14.0 TENDER SUBMISSION:**

14.1 The Bid shall be submitted in two parts.

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

- (i) All page of tender document duly signed & stamped.
- (ii) Turnover for last 3 years certified by the Practicing Chartered Accountant
- (iii) Copy of P.F. Registration Certificate.
- (iv) Copy of E.S.I Registration Certificate.
- (v) Experience Certificates in line with eligibility criteria
- (vi) Copy of GSTIN Registration Certificate.
- (vii) Copy of PAN.

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

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

Ref: OPS/OS/SC/2017-18/35/031

Date: 10.07.2017

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

14.2 The tender completed in all respects **shall be dropped** in the **Outsourcing** tender box kept at reception counter, ADM building **latest by 14.00 Hrs. on 24.07.2017.**

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

Last date for receipt of tenders is **24.07.2017 up to 14.00 hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

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

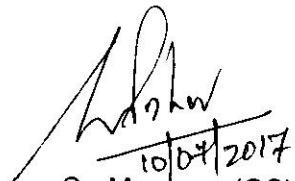
#### 15.0 OPENING OF TENDERS:

Techno-commercial Bids will be opened on **24.07.2017 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time

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

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,

  
Sr. Manager (OS)

**SCOPE OF SUPPLY**

**Sub:** Service Contract for maintenance of **Wesman Furnace Bogie** in the factory premises of BHEL-HPVP, Visakhapatnam for a period of Six months.

The scope of work includes the following activities:

**A. Wesman Furnace Bogie Repair Work:**

1. The bogie has to be checked after every cycle of operation for any damage in the wheels.
2. If found any bolts are to be replaced, action has to be taken immediately before start of the next cycle. If any major works found it is to be planned for shut down maintenance after 2-3 cycles.
3. If wheels are found to be overhauled, then end covers, shaft, bearings are to be dismantled and to be inspected and if required, they have to be replaced.
4. Necessary tapping, grinding, filling are to be done, if required, for fitting of new wheels, Assembly of shaft, end covers, wheel and bearings. All the twenty wheels are to be fitted in phased manner only as per requirement (if necessary only).
5. Move the bogie (bed) after assembly of all wheels for check up/Inspection.
6. All the materials will be supplied by BHEL-HPVP. Contractor has to bring his manpower and tools to carry out the work.
7. Air, water and electricity will be supplied by BHEL free of cost.
8. All safety precautions are to be taken after entering into the factory premises and while working.
9. Any clarification with regard of work content during the contract execution which may arise due to practical difficulties and in such case contractor must carry the works in consultation of maintenance department of BHEL.
10. Contractor shall arrange his own tools for assembling, dismantling of wheels etc. To minimize the shutdown time, the contractor shall adopt vigilant action for better methods voluntarily.

**B. Cleaning of Filters:**

1. The filters from the dust collector units of following machines are to be cleaned once in a month:
  - a) Shell Shot Blasting Machine (72 Filters)
  - b) Rotoblast Machine (20 Filters)
  - c) 20 Torch PPM Machine (8 Filters)
  - d) 4 Torch PPM Machine (2 Filters)
2. These filters are to be removed from the dust collecting chamber and to be moved to a remote place inside the plant.
3. Air purging has to be done and they have to be cleaned completely. These filters are to be assembled back into the machine.

**Note:** At least 50 man days are required per month to complete all the activities and also contractor should ensure that the required manpower shall be present on all working days of BHEL. (G shift timings: 08:00 AM to 04:30 PM)

**SIGNATURE OF THE TENDERER WITH SEAL**

**INSTRUCTIONS TO THE TENDERERS**

1. All entries in the tender documents should be made in one ink. Erasing and over-writings are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
2. The rate quoted by the tenderer should be in figures as well as in words. In case of any discrepancy, rate in words will be taken as valid.
3. Tenderer/s should visit the site for better understanding of the job requirement before submitting their offer.
4. Bidders should fill in all the required particulars in the blank spaces provided and should sign with seal each and every page of the tender document.
5. The tenderer should satisfy all the statutory obligations required under statues of the Government from time to time.
6. If incomplete tenders in any form is furnished or where total value is not entered, such tenders will be summarily rejected. Management reserves the right to accept or reject any or all the tenders or part thereof without assigning any reason whatsoever. No correspondence will be entertained when once the tenders are decided.
7. Should a bidder find in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account.
8. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
9. Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted.
10. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
11. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
12. BHEL does not bind itself to accept the lowest tender or give any reasons for its decision. Also, BHEL reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason whatsoever.
13. Tenders not submitted on the prescribed forms are liable to be rejected.
14. Tenders submitted by Post should be sent by “Registered Post with Acknowledgement Due”. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
15. If a bidder expires after the submission of his tender or after the acceptance of his tender, then BHEL may at their discretion cancel such tender.
16. If the bidder deliberately gives wrong information in his tender, BHEL reserve the right to reject tender at any stage.
17. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
18. Tenderer may read ‘BHEL WORKS POLICY’ available with the department for further clarification regarding our works contract policy.

**SIGNATURE OF THE TENDERER WITH SEAL**

**Ref: OPS/OS/SC/2017-18/35/031**

**Date: 10.07.2017**

**SPECIAL CONDITIONS OF CONTRACT**

1. These conditions should be read in conjunction with general conditions of contract of BHEL, Visakhapatnam – 530012.
2. The quoted rate shall be fixed & firm throughout the contract period. No cost escalation will be paid on any account.
3. All the rates include all depths / heights and leads / lifts including work at all level unless otherwise specified.
4. The contractor shall ensure that only male laborers are physically fit to perform the job in the shop floor areas etc., and same shall be engaged for the above activities.
5. All the workmen must have ID cards while on duty.
6. The item rate offered shall provide for the complete cost towards labour, supervision, overheads, profits & all other incidentals etc., complete. The quoted rate shall not include GST. However, GST as applicable shall be payable by contractor and same shall be claimed along with monthly bills by submitting the payment proof as a documentary proof of having paid the same.
7. All the tools, tackles and safety items (like Safety Shoes/Rubber Shoes, Goggles, Safety Jacket, Helmet, Gloves, Masks & Apron etc.) will be under the scope of the contractor.
8. The contractor shall not employ Sub-Contractor without the prior approval of the company.
9. All the tools and material brought inside the factory should be registered at the security gate at the time of bringing inside the factory. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material has been brought inside.
10. Contractor shall be responsible for deploying the required manpower. In the event of shortfall, he should make alternative arrangement. The contractor shall be solely responsible for the behavior of the labour engaged by him. The contractor should ensure that there are no industrial relation problems due to the labour engaged by him.
11. In all matters of disputes, the decision of the Engineer-In-charge of works, BHEL, Visakhapatnam-12 shall be final and binding on the Contractor.
12. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam and this should be available at site for inspection and for verification.
13. In respect of material supplied if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bills at the rates fixed by the department.
14. Contractor should produce labour license & insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.
15. Income Tax will be deducted as per the statutory rules from time to time.

**SPECIAL CONDITIONS OF CONTRACT**

:: 2 ::

**16. SECURITY DEPOSIT:**

- A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- B. The total amount of the security deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

**C. Modes of Deposit:**

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

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

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

**D. Collection of Security deposit:**

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

E. Security Deposit / Bank Guarantee will be released after the maintenance period of **Two (2) months** or on closure of contract whichever is later.

F. The security deposit shall not carry any interest.

**17. Towards Statutory Liability (if applicable):**

- a) All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF, 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 latest version by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.

**SPECIAL CONDITIONS OF CONTRACT**

:: 3 ::

- e) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
  - f) Contractor shall be solely responsible for non-payment/ delayed payment of wages /DA, contributions under EPF, ESI Act etc.
  - g) 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 / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
  - h) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
  - i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
  - j) Contractor to obtain insurance cover for his employees / equipment / tools etc. and take third party risk insurance coverage at his own cost BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
  - k) Contractor should have independent code numbers / exemptions under EPF and ESI Act, 1948 and shall cover his employees under the said codes.
  - l) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
  - m) Over and above the daily wage rate, payment shall be made for leave with wages.
  - n) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
  - o) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
18. Once the contract is awarded, it is the sole responsibility of contractor to pay wages due to intermediate minimum wages revision by Govt. and BHEL is not responsible to pay any additional amount due to such minimum wage revision by Govt.
19. The contractor and their staff should follow the rules and regulations with "for employment of labour by contractors" in BHEL-Visakhapatnam.
20. The contractor should adhere to the safety requirements as per the latest version of AP Factories Act.
21. Contractor is responsible for any injury, permanent disability, death etc. to his workers and cost is to be borne by contractor if such incidence happens. BHEL is not responsible for such incidents.
22. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. They should not have any vision problem, should not be alcoholic or smoker.
23. Contractor should keep watch on his employees and 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.

**SPECIAL CONDITIONS OF CONTRACT**

:: 4 ::

24. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the employee during the period of contract.
25. The contract can be terminated at any time by giving **one month notice** by BHEL.
26. The contractor should have office/Workshop and having telephone facilities for communication in Visakhapatnam.
27. Contractor should maintain appropriate records of his employees deployed to carry out the job.
28. BHEL Security personnel shall have the right to check the employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or the employees.
29. The Contractor should make his own arrangements for providing TEA/BREAKFAST/ MEALS etc., to the labour engaged by him and BHEL, VISAKHAPATNAM shall not issue any subsidized coupons for this purpose.
30. Contractor has to pay GST as per the latest prevailing statutory rules from time to time. Paid GST amount will be reimbursed on submission of documentary proof of payment as per prevailing rules.
31. In case, the labour provided by contractor is not suitable for specified job, the contractor shall replace with suitable workmen utmost satisfaction of HPVP.
32. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or** valid NSIC certificate **or** EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer".
33. **Fraud Prevention Policy :**

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

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

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

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

**SIGNATURE OF THE TENDERER WITH SEAL**

Ref: OPS/OS/SC/2017-18/35/031

Date: 10.07.2017

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT  
w.e.f 01.04.2017**

All values are in ₹

<b>SL. No</b>	<b>DESCRIPTION</b>	<b>Unskilled</b>	<b>Semi Skilled</b>	<b>Skilled</b>
1	Minimum Wage	<b>448.00</b>	<b>506.00</b>	<b>593.00</b>
2	PF @ 13.61%	60.97	68.86	80.70
3	ESI @ 4.75%	21.28	24.03	28.16
4	Bonus @ 8.33%	37.31	42.14	49.39
5	Leave Wages (18 days / Year)	25.84	29.19	34.21
6	Terminal Benefit for (15 days / year)	21.53	24.32	28.50
7	Holidays for 10 days per year	14.35	16.21	19.00
	<b>TOTAL</b>	<b>629.28</b>	<b>710.75</b>	<b>832.96</b>

**SIGNATURE OF THE TENDERER WITH SEAL**

**Ref: OPS/OS/SC/2017-18/35/031**

**Date: 10.07.2017**

**Sub:** Service Contract for maintenance of **Wesman Furnace Bogie** in the factory premises of BHEL-HPVP, Visakhapatnam for a period of Six months.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

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

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

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

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

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

**SIGNATURE OF THE TENDERER WITH SEAL**

**CONTRACTOR INFORMATION**

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

**CHECK LIST**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Document Enclosed (Yes / No)</b>	<b>Document No</b>
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD) @ ₹ 3,930/-		
04.	PF Registration Certificate		
05.	ESI Registration Certificate		
06.	GSTIN Registration Certificate		
07.	PAN Number		
08.	Avg. annual Turnover Certificate for the last 3 years duly certified by a Practicing Chartered Accountant		
09.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
10.	MSE Registration Documents, if applicable  EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b>  valid NSIC certificate <b>or</b>  EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>Annexure-A</b> where deemed validity of EM II certificate of five years has expired)		

**Certificate by Chartered Accountant on letter head**

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

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small scale industries vide its notification No.S.O.1722(E) dated October 5, 2006:

₹ .....Lakh

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and Furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

₹ .....Lakh

**(Strike off whichever is not applicable)**

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

Or

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

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

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

**DETAILS OF BANK ACCOUNT**

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

**CERTIFICATE**

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

(Authorized Signatories with name & seal)

**BANKER'S CERTIFICATION**

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

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp  
and name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

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

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

# **PART – II**

**(PRICE BID)**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEAVY PLATES & VESSELS PLANT**  
**VISAKHAPATNAM – 530 012**

**NAME OF WORK:** Service Contract for maintenance of **Wesman Furnace Bogie** in the factory premises of BHEL-HPVP, Visakhapatnam for a period of Six months

**Tender Enquiry No:** OPS/OS/SC/2017-18/35/031, Date: 10.07.2017

**Schedule of Quantities & Rates (SOQR)**

Sl. No	Description	Unit	Qty.	Unit Rate in ₹	Total Amount in ₹
1	Rate for maintenance of Wesman Furnace Bogie per shift (i.e. 8 hours operation) as per scope of work.	Per Shift	300		
	<b>Total</b>				

**Total amount in Words:**

**NOTES:**

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quantity indicated above is approximate and may vary on both sides subjected to the requirement. However, payment shall be made for the actual quantity only.
- 3) The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work. No additional payment shall be made to the contractor over and above the quoted price.
- 4) **L1 shall be evaluated based on quoted total price.** However, BHEL reserves the right to negotiate with L1 vendor or go for reverse auction.
- 5) **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except GST.** However, GST as applicable shall be payable by the contractor and same will be reimbursed by BHEL on proof of payment along with the bill.

**SIGNATURE OF THE TENDERER WITH SEAL**