



BHARAT HEAVY ELECTRICALS LIMITED
Central Foundry Forge Plant, HARIDWAR

FAX: 01334-281862

Phone: 01334-285783

TENDER DOCUMENT

TENDER DOCUMENT NO.: FF: 19: PSM: RV: WC: 01: 001, Date: 28.02.2020

Due Date for opening of Tender Enquiry: 23.03.2020

Tender for ***“Processing of accumulated and regularly generated shop returns, skull, slag and accumulated and regularly received universal scrap”***

LIST OF DOCUMENTS ATTACHED

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NOTICE INVITING TENDER (NIT)

Note: Bidder may download Tender Documents from web sites

To,

Dear Sir / Madam

Sub: NOTICE INVITING TENDER

We, Bharat Heavy Electricals Limited, a Govt. of India Undertaking under the administrative control of Ministry of Heavy Industries, invites tender in two part bid in sealed envelope from reputed & experienced bidders for the subject job as per the tender document. Following points relevant to the tender may please be noted and complied with

Tender Notice

Name of Work	"Processing of accumulated and regularly generated shop returns, skull, slag, accumulated and regularly received universal scrap."
NIT No	FF: 19: PSM: RV: WC: 01: 001, Date: 28.02.2020
Period of Work	03 years
NIT Value (Rs.)	19.74 Crore(For three yrs)
Amount of Earnest Money Required	Rs. 29.74 Lakhs.
Last date and time of Receipt of Tender	23.03.2020, 01:30 PM
Date & Time for opening of Technical Bid	23.03.2020, 02:00 PM
Place of opening of Tender	<i>Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (Uttarakhand)</i>
Tender Document Cost	NIL
Mobilization Period	One month from the date of Work Award.
Contact Detail	Shri- NARAYAN KUMAR, DGM-WCX Contact Address: 1 st Floor ADM Building, CFFP, BHEL Haridwar Email: narayank@bhel.in Phone: 01334-28-5783 Mob: 07598172256 Fax: 01334-28-1862

Note:

1. Full set of Tender may be downloaded from websites (www.bhelhwr.co.in, www.bhel.com or <https://eprocure.gov.in>).

GENERAL INFORMATION

- 1) **NATURE OF THE CONTRACT:** Processing of accumulated and regularly generated shop returns, skull, slag and accumulated and regularly received universal scrap.
- 2) **TYPE OF BID:** *Two Part Bid. (Techno-commercial & Price Bid)*
- 3) **DATE OF ISSUE OF TENDER DOCUMENT:** 28.02.2020
- 4) **LAST DATE OF RECEIPT OF TENDER:** 23.03.2020 *upto 1:30 pm*
- 5) **ADDRESS FOR TENDER SUBMISSION:** CFFP Tender Room
CFFP, BHEL, Ranipur, Haridwar
Uttarakhand, PIN: 249403
- 6) **DATE & TIME OF OPENING OF TENDERS:** Technical Bid will open *on 23.03.2020 at 2:00 pm.*
- 7) **PLACE OF OPENING OF TENDER:** CFFP Tender Room, *CFFP, BHEL.*
- 8) **ESTIMATED VALUE OF THE CONTRACT:** **Rs. 19.74 Cr**
- 9) **AMOUNT OF TENDER DOCUMENT FEE:** *NIL*
- 10) **AMOUNT OF EARNEST MONEY (EMD) :** **Rs. 29.74 lakh**
(To be submitted along with the tender)
- 11) **SECURITY DEPOSIT (SD):** **5% of the contract value.**
- 12) **PROPOSED PERIOD OF THE CONTRACT:** Three Years from the Date of commencement of work.

ANNEXURE – I

SCOPE OF WORK:

1. Recovery of Metal from Skull, Furnace Slag and Ladle Slag, Sizing and Shifting of Recovered Metal, Sizing & Shifting of Shop Returns, excluding Universal Scrap.

- 1.1** Loading & shifting of Skull, furnace Slag and ladle Slag scattered around CFFP's premises to processing area up to a distance of 1.5 Km. approx. one way. Tractor Trolley, Wheel Loader (0.5MT or above capacity), Articulated Crane (10MT or above capacity) & Tippers (15MT or above capacity) to be deployed.
- 1.2** Removal, Loading and shifting of Hot Slag (furnace Slag and ladle Slag) and Skull generated from Electric Arc Furnace and Slag tapped in Tapping Side and Pit Side within a distance of 1.5 Km approx. one way to processing area. Tractor Trolley, Wheel Loader (0.5MT or above capacity), Tippers (15MT or above capacity), Articulated Crane (10MT or above capacity) & Excavator (1CUM or above capacity) to be deployed.
- 1.3** Loading and shifting of Returns/Off-Cuts of Forging, Casting and Machined items from Shops (Forge, Steel Foundry, light Foundry, machine Shop, Test Lab) to processing area within a distance of 1.5 Km approx. one way. Trailer/Truck (20MT or above capacity) to be deployed.
- 1.4** Loading and shifting of Refractory Debris from SMS Pit Side and Furnace Side to processing area within a distance of 1.5 km approx. one way. Tractor Trolley, Wheel Loader (0.5MT or above capacity), Truck/Trailer (20MT or above capacity) & Excavator (1CUM or above capacity) to be deployed.
- 1.5** Processing & Segregating of Old-Accumulated Skull, furnace Slag and ladle Slag and Slag of each category (by digging, excavation etc.) for recovery of Metal and Sizing of Metal to chargeable size of 300 Kg maximum by single piece weight and each side not exceeding 350 mm. Processing and Sizing shall be by balling, gas cutting, lancing, screening or other suitable means as required for recovery of metal. Magnetic Crane (30MT and 70MT), Dozer (D155 or above capacity), Tippers (15MT or above capacity) & Excavator (1CUM or above capacity) to be deployed.
- 1.6** Processing of Freshly-Generated Skull, furnace Slag and ladle Slag and Slag of each category for recovery of Metal and Sizing of Metal to chargeable size of 300 Kg maximum by single piece weight and each side not exceeding 350 mm. Processing and Sizing shall be by balling, gas cutting, lancing, screening or other suitable means as required for recovery of metal. Magnetic Crane (30MT and 70MT), Dozer (D155 or above capacity), Tippers (15MT or above capacity) & Excavator (1CUM or above capacity) to be deployed.
- 1.7** Sizing of Returns/Off-Cuts to chargeable size i.e. 300 Kg maximum by single piece weight and each side not exceeding 350 mm. Oxygen Lancing auxiliaries are required.
- 1.8** Loading and transportation of Recovered & Sized Metal and Sized Returns as per clause 1.5 to 1.7 above to SMS Scrap bay or earmarked location after weighment at BHEL's weighbridge inside plant premises up to a distance of 1.5 Km approx one way. Magnetic Crane (30MT and 70MT), Tippers (15MT or above capacity) & Excavator (1CUM or above capacity) to be deployed.
- 1.9** Loading and transportation of reasonably metal free residual and un-useful slag, if required, from processing site to facilitate space to receive incoming scrap and slag for further processing, to an earmarked location upto a distance of 1.5 Km approx. one way. Dozer (D155 or above capacity), Tippers (15MT or above capacity) & Excavator (1CUM or above capacity) to be deployed.
- 1.10** Cutting by lancing operation at Medium & Heavy Forge Shop as and when required. Lancing slag cleaning & shifting from Medium & Heavy Forge Shop to an earmarked location upto a distance of 1.5 Km approx. one way. Oxygen Lancing auxiliaries &

Tippers (15MT or above capacity), Wheel Loader (0.5MT or above capacity), Truck/Trailer (20MT or above capacity) to be deployed.

- 1.11 Removal of FES dust, loading, and shifting to earmarked location upto a distance of 1.5 Km. Dozer (D155 or above capacity) & Tippers (15MT or above capacity) to be deployed.

2. Processing of Universal Scrap (scattered around & current arisal) and rejected Cast Iron Mould.

- 2.1 Loading & Shifting of existing universal scrap and cast iron mould scattered around CFFP's premises to processing area upto a distance of 1.5 Km approx one way. Articulated Crane (10MT or above capacity) & Tippers (15MT or above capacity) to be deployed.
- 2.2 Unloading of current arrivals of Universal Scrap at processing area from the Truck. Articulated Crane (10MT or above capacity) & Magnetic Crane (30MT & 70MT) to be deployed.
- 2.3 Sizing of Universal Scrap including pipe cutting by shearing to chargeable size i.e. 300 Kg maximum by single piece weight and each side not exceeding 250 mm. Gas Cutting auxiliaries are required & Shearing machine (Max 45mm dia. & Max 70mm dia.) to be deployed.
- 2.4 Processing of rejected cast iron mould to chargeable size of 300 Kg maximum by single piece weight and each side not exceeding 450 mm. Magnetic Crane (30MT & 70MT) to be deployed.
- 2.5 Loading and shifting of sized universal scrap and cast mould as per clause 2.3 & 2.4 to SMS Scrap bay or earmarked location after weighing inside plant premises, within a distance of 1.5 Km approx one way. Tippers (15MT or above capacity) & Magnetic Crane (30MT & 70MT) to be deployed.

3. Equipments/ Machinery required for the work.

The contractor should deploy the suitable equipments which are required for successfully carrying out the work within the stipulated time. The contractor may deploy rental or owned equipments. If any equipment goes under major break down and not restored in 48 hrs, the contractor has to make his own stand-by arrangement for replacement, so that CFFP's production doesn't suffer. Contractor Scope includes deploying adequate number of experienced supervisors including Lancers, Riggers and all safety appliances & First Aid boxes. **Fuel, Oil, Lubricant and other Tools & Tackles etc. required for operation of required equipments is under contractors' scope.** Contractor is also required to remove old rejected Ingot Moulds and rejected ingots (Upto 130 MT) from shop and moving to the processing site as and when required.

4. CFFPs scope:

The following consumable items are under CFFPs scope:

- 4.1 Oxygen for lancing operation shall be supplied free of charge.
- 4.2 Lancing pipes shall be supplied free of charge.
- 4.3 Electricity, drinking water and industrial water for various uses shall also be available free of charge.

5. Other Terms:

- 5.1** The payment to the contractor shall be made only for the processed scrap received at SMS, CFFP. The contractor shall provide the processed scrap at SMS as per the production plan of SMS, CFFP.
- 5.2** Return scrap and processed slag shall be categorised as P1 and universal scrap received shall be categorised as P2.
- 5.3** The contract shall be awarded on total cost basis to a single contractor for the complete work.

ANNEXURE-II
GENERAL TERMS & CONDITIONS OF CONTRACT

01. DEFINITIONS:

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Central Foundry & Forge Plant, Haridwar and the contractor together with all the documents referred to therein including General and Specific terms & conditions of contract, specifications, designs etc. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide and / or General and Specific Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "SITE" or "SHOP" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (d) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (e) The "EXECUTIVE IN-CHARGE" means any Executive deputed by BHEL to supervise the execution of work or part thereof.
- (f) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (g) "PPE's" Personal Protective Equipment - Specialized clothing or equipment worn by workmen for protection against health and safety hazards.

02. DOCUMENT SUBMISSION: -

- i) All documents / annexures submitted with the offer shall be properly attached with the respective sections and pages serially numbered e.g. 1/24, 2/24 and so on. BHEL shall not be responsible for any missing documents.
- ii) Offer & documents submitted along with offer shall be signed & stamped in each page by contractor's authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- iii) The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

03. AUTHORIZED SIGNATORY: -

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/Competent authority authorizing an official or officials of the company to discuss, sign agreements/ contracts with BHEL.

04. CHANGE IN CHARACTER OF THE BIDDER: -

In the event, wherein there is any change in the character of the contractor's firm by means of change in structure or the transfer of ownership of the firm, the firm has to inform BHEL well in advance with proper documents that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm. BHEL decision in this regard shall be final and binding on the contractor.

05. OWNERSHIP OF MULTIPLE COMPANIES/ FIRMS: -

To maintain the fairness in bidding, two or more firms with same ownership or agent cannot participate in same tender. In such cases the BHEL has right to cancel/reject the offer/order at any stage.

06. WORKS TO BE CARRIED OUT:

The contractor shall arrange all labour, materials, tools, plant, equipment & transport which may be required for execution of work as specified in tender enquiry, and in the entire execution of work as per BHEL terms and instructions.

07. DEVIATIONS:

Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid may not be considered by BHEL. Bidders are requested to positively comply with the same.

08. Validity of offer shall be for a minimum period of 90 days from the date of Tender Opening.

09. TAXES, CESS AND OTHER DUTIES:

All charges on account of taxes, cess terminal or GST and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be to the contractor's account.

10. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the Indian Laws.

11. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work, regulations and bye-laws of any local authorities.

12. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Executive In-charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

BHEL reserves the right of taking over, at any time any portion of the site which it requires and the contractor shall at his own expense clear such portion within specified time given by Executive in-charge. The photography of the site of work or any part therein, publishing or otherwise circulation will not be allowed without the prior written permission from the Executive in-charge.

13. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent authorized representative.

14. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required as per the specifications.

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. Contractor will be responsible for good conduct of their employees. In case of any misconduct /misbehavior by any employee, the contractor will replace such employee(s) immediately.

BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. 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.

The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in Toto.

The contractor shall observe provisions of the Factories Act 1948 in respect of working hours, holidays, rest intervals, leaves and overtime etc. Also adhere to the provisions of Employee Provident Fund & Miscellaneous Act 1952, Employee State Insurance Act 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965 and provisions of all other such Acts applicable and issued from time to time.

Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

15. ACCOMMODATION FOR LABOUR:

The contractors shall arrange accommodation for the work people at his own expenses during the progress of the work. BHEL will not provide any accommodation or place for accommodation to the contractor.

16. MEDICAL EXPENSES:

The contractor shall arrange all the medical expenses of its labour through ESI or at his own.

17. MOBILIZATION PERIOD:

The mobilization period shall be from the date of issue of Work Order or as specified by BHEL.

18. TOOLS AND PLANTS(T&P) AT SITE:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

19. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Executive in-charge as he may deem necessary for execution of job.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site, use appropriate PPE's which is necessary for the health & safety of workmen.
- c. The contractor shall be responsible for safety arrangements of all equipment and PPE's to be used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required. The PPE's and equipment provided by contractor shall comply with BHEL specifications/standards which may be taken from safety department of BHEL.
- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identity badges to their personnel and workmen, which must be properly displayed by them at site.
- f. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security personnel or CISF (if engaged by the BHEL) for the overall protection of the project.
- g. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Executive in-charge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances. Contractor shall take all statutory and regulatory approvals and comply with all formalities before start of work for safety and security.
- h. Medical examination of contract employees to be carried out by contractors as per statutory rules and regulations.
- i. Work permit system shall be complied for work at height/excavation/ confined space and other work as per BHEL requirement.
- j. Contractor shall abide specific health and safety requirement as per statutory norms.
- k. The contractor shall ensure/review aspects of appropriate activity hazard analysis and establish safe work procedure.

20. CANCELLATION OF CONTRACT:

In case of non fulfilment of conditions by contractor or otherwise, BHEL reserves the right to cancel the contract at any stage by giving 30 days' notice.

21. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS: -

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

22. INSPECTION AND RECORDS:

The contractor shall supervise the work quality through qualified deployed manpower so as to ensure that the Works under this contract are carried out entirely to the quality standards of BHEL.

23. VARIATION OF PRICE.

No escalation in cost/price variation will be permitted during the contract period unless the same is specified in the tender.

24. OBLIGATION: -

(A) OBLIGATION OF THE CONTRACTOR

I. CONTRACTUAL

- i. The Contractor shall ensure that adequate no. of workmen is deployed for execution of the work awarded to him for ensuring uninterrupted working.
- ii. The authorized representative of The Contractor shall be available at all time to supervise the work allotted to him.
- iii. The Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and The Contractor should ensure that all the workmen who are not regular employee of The Contractor are having Police Verification. Such workmen should possess requisite skill & experience.
- iv. In case of any misconduct/misbehavior by any workman, The Contractor will replace such workmen immediately.
- v. It will be responsibility of The Contractor to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. BHEL shall issue necessary plant passes to The Contractor employees and its Contractor's workmen deployed for carrying out the job.
- vi. The Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to the Contractor
- vii. The Contractor should ensure proper maintenance and safety of all their equipment along with spares and consumables, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as per applicable statutory requirements at the work place and as notified from time to time.
- viii. The Contractor shall ensure that all their workmen wear the required PPE(personnel protective equipment) while working on the jobs. The Contractor shall ensure all safety precautions for prevention of accidents of their workmen.
- ix. In case of any accident, it will be the sole responsibility of The Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.
- x. The Contractor will be responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from The Contractor.
- xi. In the event of termination of contract for any reason whatsoever The Contractor shall withdraw all their workmen from the premise of BHEL within the specified period. In case The Contractor decides to terminate services of their workmen, The Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.

II. TOWARDS STATUTORY LIABILITY

- i. The Contractor shall comply with all statutory requirements, rules regulations, and notifications in relation to employment of their workmen issued from time to time by the concerned authorities.
- ii. The Contractor shall keep BHEL indemnified against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with workmen deployed by him.
- iii. The liability for any compensation on account of injury sustained by any workman of The Contractor will be exclusively that of The Contractor.

(B) OBLIGATION OF M/s BHEL

- I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):
 - i. Space inside CFFP's premises for execution of work.
 - ii. Power supply for execution of work as per work requirement.
 - iii. In case any facility used by contractor, the same will be charged in running bills.

25. REVERSE AUCTION:

- a. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid/ Price bid in e-portal, submitted by the bidder. This will be decided after Techno- Commercial Evaluation. All bidders to give their acceptance for participation in RA. in case BHEL decides for RA, non-acceptance to participate in RA may result in non-consideration of their bids. Detailed guidelines available at our site www.bhel.com.
- b. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated services provider) as well as Online sealed bid' in the Reverse Auction. Non-submission of Process compliance form or ' Online sealed bid' by the agreed bidder (s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- c. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction.
- d. The bidders will have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

- e. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- f. Highest bidder during online sealed bid will not be permitted to participate further in Reverse Auction of the tender enquiry for respective items.

26. EARNEST MONEY DEPOSIT

(a) Vendor is required to deposit the EMD as specified in NIT.

(b) EMD shall not carry any interest.

(c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) or any other Act/ Regulation.
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(d) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) 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.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

(e) 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.

(f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

(g) EMD of successful tenderer will be retained as part of Security Deposit.

(h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

27. SECURITY DEPOSIT(SD):

The contractor shall furnish the security deposit immediately on issue of the Letter of intent/ work order and before the commencement of work.

The total amount of 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.

Security deposit may be furnished in any one of the following forms:

- i. Cash (as permissible under Income Tax Act) or any other Act/ Regulation.
- ii. Pay order, Demand Draft in favor of BHEL.
- iii. Local cheques of scheduled banks, subject to realization
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- v. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras, etc. (certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the bank).
- vi. Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of contractor, A/c BHEL, duly discharged on the back.
- vii. Security deposit can also be recovered at the rate of 10% of Security amount from the running bills. However, in such cases at least 50% of the security deposit must be deposited before start of work and balance 50% may be recovered from the running bills.
- viii. EMD of the successful Tenderer shall be converted and adjusted against security deposit.
- ix. The security deposit shall not carry any interest.

28. BANK GUARANTEE:

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

29. REFUND OF SECURITY DEPOSIT:

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

30. GOODS & SERVICE TAX: -

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonized System Nomenclature)/ SAC (Service Accounting Code), description of Goods/Services and applicable IGST/ CGST/ SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer - In case of unregistered dealer, if GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme - In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows: -

a) Timely raising & submission of GST compliant Invoices

b) Timely receipt of GST

c) Timely and correct payment of applicable GST by supplier/contractor

d) Timely filing of return

e) Compliance of other applicable provisions on supplier/contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL.

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

V. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers. TDS or any other tax on GST shall also be deductible as per prevailing Acts/regulations.

31. PAYMENT TERMS AND PAYMENT PROCEDURE:

Payments will be made to the contractor on successful completion of work on production of bills/ Invoice. The contractor has to submit Monthly Bill, Measurement Book with all necessary documents duly signed by the authorized persons to the concerned department.

Payment shall normally be released every month within 15 days from the date of submission of clear bills along with all supporting documents.

Payments will be made through e-payment system after deduction of Income tax at source as per Income Tax Act. Irrespective of the running payments made by BHEL at different stages, the Contractor shall be entitled to the payment upon successful completion of the works as per the contract only.

32. **PENALTY CLAUSE**

Because of delay attributed to contractor, the contractor fails to complete work on or before the scheduled date of completion, a penalty amount equal to 0.50 percentage of the contract value/ unexecuted portion (as applicable) for every week of extension sought beyond the scheduled date of completion up to max. 10 % of the contract value shall be imposed on contractor. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract.

33. **RECOVERY FROM THE CONTRACTOR:**

Whenever under the contract any amount becomes recoverable from the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

34. **RISK PURCHASE CLAUSE: -**

In case of delays in supplies / defective supplies/ incomplete work or non-fulfilment of any other terms and conditions given in Work Order, BHEL may cancel the work Order in full or part thereof and may also make the procurement of such material/service from elsewhere / alternative source at the risk and cost of the supplier/contractor. BHEL will take all reasonable steps to get the material/service from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

35. **BENEFITS TO MSE BIDDERS: -**

Benefits to MSE bidders if applicable, shall be given as per rule upon submission of Udyog Adhar along with certificate from Chartered Accountant or any other applicable document.

36. **BENEFITS UNDER MAKE IN INDIA: -**

Benefits under make in India order 2017 and subsequent shall be extended as per rules if applicable.

37. **SETTLEMENT OF DISPUTES/ ARBITRATION**

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed with mutual consent of the parties. BHEL shall suggest 3 names out of which the contractor will have to select the arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction

38. **FORCE MAJEURE CLAUSE**

Notwithstanding any other thing contained anywhere else in the contract in case the discharge of obligation under the contract by either party is impeded, neither party shall be considered in breach of the contract to the extent that performance of their

respective obligation is prevented by an event of Force Majeure that arises after the effective contract date.

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Change in law/ Regulation making the performance impossible.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

39. FRAUD PREVENTION POLICY: -

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

40. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: -

In the course of tender evaluation, If more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding to the bidders.

41. QUOTED RATES: -

Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.

- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, 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 as above.

ANNEXURE-III

1. PRE QUALIFICATION CRITERIA:

The minimum requirement on part of the bidder for the Works Contract for “Processing of Scrap” in Steel Melting Shop, CFFP are detailed below.

1.1 General Profile: The bidder must have working experience in the field below:

In last seven years (ending on the last day of previous month of tender opening) Contractor must have executed Work Order for scrap processing work *i.e. Processing and shifting of Steel Scrap*. Processing of scrap means recovery of metal from skull, furnace & ladle slag, sizing and shifting of recovered metal, sizing and shifting of shop returns and universal scrap.

In support of above Contractor has to submit Copy of Work Order along with Performance Certificate/ Works Completion Certificate received from the Customer.

Apart from above Contractor has to submit following documents:

- a) Past experience of scrap processing work executed by the contractor.
- b) Quantities of annual scrap quantity processed by the vendor.
- c) List of Capital equipment available with the vendor.
- d) List of machinery that will be deployed by the contractor for the scrap processing work at CFFP.
- e) Manpower strength available with the contractor which is deployed at current ongoing projects.
- f) Other credentials available with the vendor.

1.2 Turnover and Financial Position:

1.2.1 Average annual financial turnover for the last 3 financial years ending 31st March (i.e. for the financial years 2016-17, 2017-18 and 2018-19), must be not less than Rs. 200 Lacs.

1.2.2 The value of Steel scrap processing and shifting works must be:

A. 3 similar completed works within last 7 years costing not less than the amount equal to Rs. 265 Lacs for each completed works.

OR

B. 2 similar completed works within last 7 years costing not less than the amount equal to Rs. 330 Lacs for each completed works.

OR

C. 1 similar completed works within last 7 years costing not less than the amount equal to Rs. 525 Lacs for each completed works.

Note: 1. Date of completion of work shall be the relevant date for calculation of 7-year period.

2. In case of running long term contracts (more than one year) not completed till the end of previous month of tender opening, value of work completed up to cut-off date may be considered subject to submission of performance certificate and completion of at least one-year period. The experience of contracts involving only shifting of scrap shall not be considered.

3. Price Bids will only be opened for those Contractors which successfully meet the Pre-Qualification Criteria as mentioned above.

ANNEXURE-III A

SPECIFIC TERMS AND CONDITIONS FOR THE TENDER UNDER CONSIDERATION:

1. WORK TIMINGS:

The workmen deployed by the contractor shall adhere to the work timings. The contractor should be ready to work in all three shifts if required. These timings may change as and when required by CFFP, BHEL. The contractor shall ensure that no employee of the contractor will enter to remain on CFFP, BHEL premises unless necessary for fulfilling the contractor's obligations under this contract.

2. MOBILISATION PERIOD:

The mobilisation period will be One month from the date of issue of Work Order for Scope of Work mentioned at Clause 1.1 to 1.11 and Scope of Work mentioned at Clause 2.1 to 2.5 of Annexure-A.

3. INSPECTION AND RECORDS:

The contractor shall personally and exclusively supervise the work quality through qualified employees so as to ensure that the Works under this contract are carried out entirely to CFFP, BHEL's satisfaction. Proper logging of the jobs carried out, Consumption record of Cutting Gas, Oxygen, Electricity, Daily attendance sheets are to be maintained regularly wherever applicable.

4. WEIGHMENT:

Scrap:

All types of Scrap recovered & processed will be weighed in BHEL's weighbridge installed inside the plant premises and payment will be released based on weighbridge certification.

5. SERVICE CHARGE ESCALATION:

The service charge rates offered will be firm for a period of one year starting from the date of completion of Mobilisation Period and thereafter the service charges payable to the contractor shall increase/decrease annually as per the escalation formula given below:

$$\text{SCR(SY)} = \text{SCR(PY)} + \text{SCR(PY)} \times \frac{\text{WPI(BSY)} - \text{WPI(BPY)}}{\text{WPI(BPY)}}$$

SCR(SY)	:	Service charge rate for subsequent year
SCR(PY)	:	Service charge rate for previous year
WPI(BSY)	:	Whole sale Price Index of subsequent year
WPI(BPY)	:	Whole sale Price Index of previous year

The WPI as published by RBI is the criterion for the purpose of escalation of rates

6. PENALTY CLAUSE:

Since Complete Scrap input to Arc Furnaces is based on the recovered & sized scrap made available by the contractor. So, the contractor should ensure regular supply of processed scrap.

7.1 The penalty clause is only applicable if Scrap is available for processing and is not being processed by the Contractor.

7.2 No penalty is applicable to the contractor within the mobilization period i.e. first month from the award of contract.

7.3 After completion of mobilization period, contractor has to supply processed scrap to shop on daily basis. After end of the month, the balance stock of processed scrap shall be as follows:

7.3.1 Part-1: 250 MT of processed Return Scrap

7.3.2 Part-2: 400MT of processed universal scrap

7.4 From the start of fifth month from award of contract, the contractor has to maintain daily minimum stock of processed scrap as follows:

7.4.1 Part-1: minimum stock of 250 MT of processed Return Scrap

7.4.2 Part-2: minimum stock of 400MT of processed universal scrap

If the stock of processed scrap on any day is less than the minimum stock level, then penalty will be imposed on the contractor.

7.5 The penalty levied on the contractor on daily basis applicable from start of fifth month from date of award of contract will be calculated as follows:

a) For Part-1:

Penalty for the day when available processed scrap stock is less than 250MT

Penalty = (250- Available stock in MT) X (Service charge rate for Part-1) X 0.5%

b) For Part-2:

Penalty for the day when available processed scrap stock is less than 400MT

Penalty = (400- Available stock in MT) X (Service charge rate for Part-2) X 0.5%

(A) OBLIGATION OF The Contractor

I. CONTRACTUAL

- xii.** The Contractor shall ensure that adequate no. of workmen is deployed for execution of the work awarded to him for ensuring uninterrupted working.
- xiii.** The authorized representative of The Contractor shall be available at all time to supervise the work allotted to him.
- xiv.** The Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and The Contractor should ensure that all the workmen who are not regular employee of The Contractor are having Police Verification. Such workmen should possess requisite skill & experience.
- xv.** The Contractor has to provide employment card/identity card with photograph duly verified and attested by the authorized person to their workmen.
- xvi.** In case of any misconduct/misbehaviour by any workman, The Contractor will replace such workmen immediately.
- xvii.** It will be responsibility of The Contractor to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. The Contractor shall not employ any persons objectionable to BHEL. BHEL shall issue necessary plant passes to The Contractor employees and its Contractor's workmen deployed for carrying out the job.
- xviii.** The Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to FSNL
- xix.** The Contractor should ensure proper maintenance and safety of all their equipment along with spares and consumables, 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.

- xx.** The Contractor shall ensure that all their workmen wear the required personnel protective equipment while working on the jobs. The Contractor shall ensure all safety precautions for prevention of accidents of their workmen.
- xxi.** In case of any accident it will be the sole responsibility of The Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.
- xxii.** The Contractor will be the responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from The Contractor.
- xxiii.** In the event of termination of contract for any reason whatsoever The Contractor shall withdraw all their workmen from the premise of BHEL within 90 days. In case The Contractor decides to terminate services of their workmen, The Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.
- xxiv.** The Contractor shall arrange: -
 - a) all type of equipment's like Cranes, Magnet, Hydraulic Excavator, Mini Loader, Trailer, and Tipper etc. for processing and Vehicle for shifting of scrap.
 - b) Cutting Gas (LPG/DA etc.) and tools & tackles for cutting operation.
 - c) All electrical connections, switch-gears etc from nearest sub-stations to processing sites.
 - d) The Contractor will make its own arrangement for spares, services and facilities required for the maintenance of their equipment. However, in emergencies The Contractor will be permitted to draw the item from BHEL Stores, if available, either on returnable basis or payment of its actual cost basis.
 - e) All manpower required for carrying out the work.
 - f) Diesel for the vehicles (CFFP/BHEL can provide from BHEL-Petrol Pump, subject to availability at mutually agreed rates.)

II. TOWARDS STATUTORY LIABILITY

- iv.** The Contractor shall comply with all statutory requirements, rules regulations, and notifications in relation to employment of their workmen issued from time to time by the concerned authorities.
- v.** The Contractor shall keep BHEL indemnified against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with workmen deployed by him.
- vi.** The liability for any compensation on account of injury sustained by any workman of The Contractor will be exclusively that of The Contractor.
- vii.** The Contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise in execution of their work.

(B) OBLIGATION OF M/s BHEL

I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):

- iv.** Identification and marking of different steel category of scrap before shifting and processing of scrap.
- v.** Open Space inside CFFP's premises for Processing of Skulls, Jams, Skull/Jam mixed with Slag, Slag, Shop Returns, and Universal Scrap etc.

- vi. LT Power supply of 440 volts at the nearest existing sub-stations. All connections, switch-gears etc. thereafter will be responsibility of The Contractor.
- vii. Oxygen, Water (drinking & industrial) Lines at the Processing Site and at Scrap Bay of SMS.
- viii. Overhead crane as and when required at scrap generation points of SMS/Forge Shop/Foundries for loading and at Scrap Bay of SMS for Universal scrap processing and for unloading of processed scrap.
- ix. Rooms for Office and Stores and Covered shed for maintenance of equipment shall be provided subject to availability in CFFP. New Civil Construction for these purposes shall not be made by BHEL.
- x. Lancing Pipe.
- xi. In case of accident of the employees of The Contractor or its contractors, they will be allowed to avail the first aid facilities of BHEL free of cost. However, the regular employees of The Contractor will be provided medical facilities including hospitalization facilities on credit basis in the Hospital of BHEL, the payment for which will be made by The Contractor on receipt of bills from BHEL.
- xii. BHEL will provide, residential accommodations, subject to availability, in its town ship for the officials of The Contractor at a mutually agreed rate.

1. INSTRUCTION FOR SUBMISSION OF TENDER:

The Tender Document also consists of Scope of Work at Annexure-I, General Terms & Conditions at Annexure-II, PQR, Obligations and Specific Terms and Conditions at III & III-(A, Format for Price Bid at Annexure-IV, format for contract for award of work on job contract basis (agreement) at Annexure-V and Integrity Pact at Annexure –VI.

- a. Over writing for corrections or use of correction fluid is not allowed. Where ever correction is there, it has to be duly authenticated by signature of authorized person.
- b. The Hard Copy of the Tender Document duly signed and stamped on each page should be enclosed with the offer bid as for acceptance of all terms and conditions of the Tender Document.
- c. The tender shall be submitted in Two Part consisting of Techno -Commercial and Price Bid. Following documents shall be enclosed in the envelopes: -
 - **Envelope wise details:**
 1. **Envelope -1#** (Technical Bid) shall contain ANNEXURE- I, II. III, IIIA, V & VI (duly filled, signed and stamped on each page) along with supporting documents and EMD.
 2. **Envelope-2** (Price Bid) shall contain duly filled, signed and stamped Price Bid format only (Annexure-IV). The word **“Price BID”** must be clearly mentioned on the envelope containing price bid.
 3. **Envelope-3** shall contain Envelope-1 & Envelope-2.
- e. Following shall be subscribed on the Envelopes
 - (i) **“TENDER DOCUMENT NO.: FF: 19: PSM: RV: WC: 01: 001, and Tender opening date: 23.03.2020.**
 - (ii) **“NAME OF THE COMPANY WITH FULL ADDRESS”**

CFFP, BHEL will not be responsible and will not accept late tender for any delays on account of postal delays, loss of documents, etc.

ANNEXURE – IV

(FORMAT FOR PRICE BID)

PRICE BID:

The rate quoted shall be for the First Year, starting from issue of Work Order (award of contract). Rate for subsequent year shall be applicable as per 'Service Charge Escalation' Clause 5 of Annexure-III A

Sl No.	Type of Work	Base Service Charge Rate (exclusive of GST)
1	Shifting, Processing of Skull, Furnace Slag and Ladle Slag, Returns/off cuts, excluding universal scrap, as per scope of work mentioned at 1.1 to 1.11 above. The quantity is in MT of Recovered, Sized and Weighed Metal	<u>In figure :</u> Rs_____per MT of Recovered, Sized and Weighed Metal. <u>In Words:</u> Rs_____per MT of Recovered, Sized and Weighed Metal. (NOTE: The rates quoted are exclusive of taxes.)
2	Shifting, Processing of Universal scrap and Cast Iron scrap, current arisal of Universal Scrap etc. as per scope of work mentioned at 2.1 to 2.5 above The quantity is in MT of Sized and weighed universal scrap	<u>In figure :</u> Rs_____per MT of Sized and Weighed Universal Scrap and Cast Iron Scrap. <u>In Words:</u> Rs_____per MT of Sized and Weighed Universal Scrap and Cast Iron Scrap. (NOTE: The rates quoted are exclusive of taxes.)

Taxes as applicable.

Over writing for corrections or application of correction fluid is not allowed. Where ever correction is there, it has to be duly authenticated by signature of authorized person.

L1 shall be decided based on overall cost for both categories of works taken together.

Prices are to be indicated in both figures and words.

ANNEXURE- V

(Draft Format for Contract for award of work on job contract basis)

AGREEMENT

This AGREEMENT made this _____ day of _____ Two
Thousand Seventeen between The contractor having Registered Office at
_____ hereinafter referred to as "Party" (which expression shall unless
repugnant to the context or meaning thereof be deemed to mean and include its successors and
permitted assigns)

AND

BHARAT HEAVY ELECTRICALS LIMITED, a Company incorporated under the Companies Act, 1956,
having its registered office at BHEL House, Siri Fort, New Delhi - 110 049 and having a unit named
CFFP at Ranipur, Haridwar, 249403 (Uttarakhand) hereinafter referred to as "BHEL", (which expression
shall, unless repugnant to the context or meaning thereof be deemed to mean and include its
successors and permitted assigns)

WHEREAS

- A. BHEL desires to get its accumulated & regularly generated shop returns, skull, slag and
accumulated and regularly received universal scrap processed and had invited quotes for the
aforesaid job by its tender no. **FF: 19: PSM: RV: WC: 01: 001, Date: 28.02.2020;**
- B. Party which is a specialized agency for such work in different establishments has shown its interest
and submitted its quote pursuant to the tender no. **FF: 19: PSM: RV: WC: 01: 001, Date:
28.02.2020;**
- C. The quotes received from Party have been accepted by BHEL who has agreed to get the aforesaid
works done at the rates quoted by Party;

NOW IT IS THEREFORE AGREED BETWEEN THE PARTIES

- 1. That Party will do the processing of accumulated & regularly generated shop returns, Skull,
Slag, and accumulated & regularly received Universal scrap details whereof are mentioned in
the work order no. _____ dated _____.
- 2. Total value of Contract is Rs. _____ GST extra as applicable.
- 3. The scope of work, terms and conditions etc. of this agreement are stipulated in Annexure I, II
& II-(a) and III of the tender document which are duly signed by Party and forms part of this
agreement.
- 4. Notice of Communication:

IN WITNESS WHEREOF the parties hereto through their authorized representatives have signed these presents, on the day, month any year mentioned above.

For and on behalf Party

(Authorised signatory)

(Name & Designation)

WITNESS:

1. Signature
2. Designation
3. Address

For and on behalf of
Bharat Heavy Electricals Limited
Unit: CFFP, Haridwar.
(Affix seal of the Unit)
(Authorised Signatory)

(Name & Designation)

WITNESS:

- 1 Signature
- 2 Designation
- 3 Address

Annexure-VI

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Supply of Contract Labor on Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) etc..** The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal’s employees involved in the tender process or the

execution of the contract or the any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act: further the Bidder(S)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines on Banning of Business dealings with Suppliers/ Contractors” framed by the Principal.

Section 4- Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5- Previous Transgression

5.1 The Bidder(s) declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6- Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's

contract value with the Principal. The Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8- Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notices, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, take visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address)_____

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: _____

(Name & Address) _____
