

	Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET - 632 406, INDIA	Phone No: 04172-284259,284698 FAX No: 04172-241176 E-mail: elangovan@bhelrpt.co.in mpcsekhar@bhelrpt.co.in
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WORKS CONTRACT MANAGEMENT DEPARTMENT

REGISTERED POST WITH ACK.DUE

INVITING TENDER	
Tender Notice No	9860029E DT: 09.09.2016.
Name of work	Interchanging (Dismantling, shifting, erection & testing) of 10T & 20T EOT Cranes between "2 bays" of production shops, inside BHEL / Ranipet premises.
Type of tender	Open tender.
Period of contract	One Month
Earnest Money Deposit (EMD) Amount	Rs.20,000/- (Rupees Twenty thousand only)
Last date & Time for Receipt of the Tender	26.09.2016 at 14.00 hrs
Date of Technical bid Opening	26.09.2016 at 14.30 hrs on wards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (ENGG. Building –Ground Floor(West side), BHEL –BAP- Ranipet – 632 406.
Venue of the Tender Opening	WCM Department
Note:	
1. The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and Govt tender web site: http://tenders.gov.in/ and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app 2. Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) . 3. BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. 4. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the BHEL website (www.bhel.com > Tender notifications > view corrigendum) only and not in the news papers. Bidders shall keep themselves updated with all such developments. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.	

DY.GENERAL MANAGER / WCM
(ISSUING OFFICER)

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SCOPE OF WORK

I

1. Dismantling of 10 T capacity single hook S6 EOT crane, presently in operation at “F2” bay .
2. Shifting all the dismantled components of the crane from “F2” bay to “A1” bay.
3. Erection, Commissioning and Testing of the same crane at “A1 bay” including load test.

II

1. Dismantling of 20 T capacity (20/5 T) W1 EOT crane presently in operation at “A1” bay .
2. Shifting all the dismantled components of the crane from “A1” bay to “F2” bay.
3. Erection, Commissioning and Testing of the same crane at “F2 bay” including load test.

Detailed scope of work with additional details about the Cranes

- S6 EOT Crane is a “Southern Structural make, having 10 T , double girder, 28.5 Meter span , Single hook crane located at the centre of North-South facing F2 bay of BHEL/Ranipet Shop.
- W1 EOT crane(20/5 T) is a WMI make , 20/5 T capacity , double girder,28.5 meter span, double hook crane, located at the Northern end of A1 bay of BHEL/Ranipet Shop.
- A1 and F2 bays are separated by a distance of 140 meters approx.
- The height of lift of the cranes is 8.5 meters.
- The shifted cranes shall be erected and commissioned as per the General Assembly Drawing of the cranes.
- Since the cranes are to be shifted in similar bays, there is no change in specification of EOT rails and Angular DSLs.
- Cleaning of the entire cranes to be carried out before erection.
- The contract has to shift crab Trolley, dismantle girders from end carriages of each crane and shall erect the same at the corresponding bays.
- Any worn out Wheels Shall be replaced. The Wheel assemblies shall be provided by BHEL.
- All electrical connections, electrical panels and cables shall be removed and once the cranes are erected, all cables shall be re-laid and all electrical wiring shall be re-done again in the newly shifted panels.
- It is the responsibility of the contractor to ensure that all components of the cranes shall be shifted to the newly erected cranes.
- All Limit switches shall be shifted and proved.
- Crane Operator cabins, Master Controllers, Current collectors and Maintenance platforms have to be erected as per the General Assembly drawing.
- Platforms shall also be shifted and assembled as per the General Assembly drawing.

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- It is the responsibility of the contractor to ensure that festoon cables and festoon trollies are laid properly.
- After erection, Long Travel, Cross Travel and Hoist Mechanism have to be checked and proved to BHEL maintenance staff.
- Proper alignment of Long Travel, Cross Travel and Hoist drives has to be done and proved to the BHEL maintenance staff.
- Cardium compound for wire ropes shall be replenished. Gear oil and Thruster Oil shall be replenished.
- The contractor has to prove both the cranes to the BHEL maintenance staff by load testing. Smooth Operation of all motions of the cranes shall be ensured.
- The contractor has to prove that the span diagonal of the newly erected EOT cranes are within the prescribed limits.
- Work shall be carried out without causing damage to any structure of the cranes.
- It is the responsibility of the contractor to correct damage caused to the EOT cranes during shifting, erection & commissioning.
- One coat of Golden Yellow paint shall be applied on the girder, Crab Trolley, platform, operator Cabin and end carriages of both of the cranes(BHEL will issue relevant paints).
- The contractor has to be arrange Mobile Cranes, Trailers, Lifting tools and tackles, Steel Wire Ropes, Chain Slings, D Shackles, Cutting Set, Welding Set, etc.
- All Man power required for the works shall be arranged by the contractor.
- Safety norms shall be observed by the contractor in all aspects. It is the responsibility of the contractor to provide Helmets, safety shoes, gloves and safety belts to the contract workforce.
- BHEL shall provide LPG, oxygen, electricity, Welding electrodes, paints, Cardium compound, Thruster oil, Gear oil, cotton waste, crane wheels(if required) etc.
- **Contractors are advised to visit BHEL Ranipet on any working day from 9.00 hours to 16.00 hours for more queries.**

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QUALIFICATION REQUIREMENTS (QR):

S NO	DESCRIPTION	BHEL REQUIREMENT
1	EMD	Rs.20,000/- (or) One time EMD -(Rs. Two lakhs) (or) MSME valid certificate(as per MSE Clause listed in point no.35).
2	Eligibility	a) Should have successfully completed One similar work (i.e. "Shifting/Erection of the EOT cranes of any capacities") costing not less than Rs.8.00 lakhs.(or) Two similar works costing not less than Rs.5.00 lakhs each.(or) Three similar works costing not less than Rs.4.00 lakhs each during the last "7" years period ending 31.08.2016. b) Average annual financial turnover should be at least Rs.3.00 lakhs during the last 3 years ending on 31 st March 2016.
3	Document "Copies" to be submitted along with tender.	a) Work Order and relevant Completion certificate for the similar works which includes "Shifting/Erection of EOT" crane works. b) Audited Balance Sheet and Profit & Loss Account for "3" years (2013-14, 2014-15 & 2015-16) duly certified by Chartered Accountant/Auditor. c) IT return filed for the AYs 2014-15 , 2015-16 & 2016-17.
Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.		

Note : 1.Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.

2. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.

3. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.

4. The work executed in the own name of the bidder only will be considered for similar work experience for meeting the eligibility criteria.

5. Offers of the Contractors/Suppliers , against whom , any unit of BHEL had initiated process for banning or already banned will summarily be rejected.

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GENERAL CONDITIONS TO THE TENDERERS

1. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.00 Hrs on 26.09.2016 in the prescribed form and will be opened on 26.09.2016 at 14.30Hrs** in the presence of such of those tenderers or their agents, who may choose to attend, with authorization letter from the tender.
2. Tenders must be submitted in sealed covers and should be addressed to **DGM/WCM, BHEL/BAP/RANIPET**, with full name and address of the tenderer and the name of the work being super scribed on the cover
3. Late offers & incomplete offers shall become liable for rejection.

IMPORTANT NOTE

4. The tender shall be submitted as given below.

Cover-1 shall contain the EMD alone. Bidders who had already remitted one time EMD (Rs. Two lakhs) should furnish the details of cash receipt No.____Dt. _____ with a covering letter. Tender without EMD / without reference to one time EMD / without MSME valid certificate(as per MSE Clause listed in point no.39) will be summarily rejected.

Cover-2 shall contain the techno-commercial bid (Page **1 to 20**) and all relevant documents.

Cover-3 shall contain only the price bid.(Page **21**)

Each of the above covers shall be super scribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and with full name and address of the tenderer.

Finally, all the above three covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

5. At the time of tender opening,
 - Covers containing EMD /One time EMD particulars (if paid already)/ MSME valid certificate(as per MSE Clause listed in point no.35), alone shall be opened first. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
 - **Techno commercial bids of such of those tenderers who satisfy EMD requirements alone will be opened next.**
 - Price bids will be opened, after evaluation of suitability of technical bids.
 - If any of the tenders not fulfilling the laid down conditions (qualification criteria) or non submission of valid documents as per qualification criteria within the time limit prescribed by BHEL, their offer shall be rejected.
 - The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
6. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
7. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.
8. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.

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9. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
10. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
11. **Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty thousands only) must be accompanied with the tender, in the form of Cash receipt(CR) / Demand Draft(DD) drawn from any nationalized bank, in favor of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code 7013)/ / Pay online ((please ref. sl.no.42, page no.12 - Note) and enclose the payment details in the EMD cover.**
12. *"No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL." "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit."*
13. ***If a tenderer withdraws his offer after submission or after acceptance, fails to provide the services in accordance with the instructions of the Manager/M&S, Cranes &Transport, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.***
14. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
15. Tenders submitted by post should be sent through "REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier". The tender should be posted with due allowance for any delay in postal delivery. **The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.**
16. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
17. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
18. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderers.
19. Unless the contractor whose tender is accepted, signs the contract agreement within 15 days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.

20. SECURITY DEPOSIT

SECURITY DEPOSIT shall be collected from the successful tenderer. The rate of security deposit will be as below.

- | | |
|-----------------------------------|--|
| i) Up to 10 lakhs | = 10% |
| ii) Above 10 lakhs up to 50 lakhs | = Rs.1 lakh+7.5 % of the amount exceeding 10 lakhs |
| iii) Above 50 lakhs | = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs |

The security deposit shall be furnished before start of work by the contractor.

21. The security deposit may be furnished in any one of the following forms.
 - i) Cash (as permissible under the Income Tax Act)

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- ii) Pay order, Demand Draft in favour of BHEL.
 - iii) Local cheques of scheduled banks, subject to realization.
 - iv) Securities available from Post Offices such as National Savings Certificate, Kisan Vikas Patra etc (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
 - vi) Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit shall be furnished before start of the work and the balance 50% may be recovered from the running bills.
 - viii) EMD of the successful tenderer can be converted and adjusted against security deposit.
 - ix) The security deposit shall not carry any interest.
22. Security deposit shall be refunded only after successful completion of the contract with BHEL's satisfaction.
23. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
24. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.
25. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
26. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
27. If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender. Bharat Heavy Electricals Limited reserves the right to reject such tender at any stage.
28. Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.
29. The expenses for completing and stamping the agreement shall be to the contractor's account.
30. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.

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- 31. Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or with drawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- 32. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 33. **The “GENERAL CONDITIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER” shall be deemed to form an integral part of contract for the work to be entered into.**
- 34. The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
- 35. In case if the vendor is not interested in submitting offer against this tender, the vendor should return all the tender papers with a covering letter stating the reasons for not submitting offer.
- 36. **If vendor have their MSE Certificate, EMD need not to pay for this work. They have to submit the valid MSE certificate.**

MSME CLAUSE:-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(as below) 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 last 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 benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal .Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate(as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

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)).....
dtd:.....

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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:
Rs..... Lacs
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.
Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs..... Lacs 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 years 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

37. a) Arbitration

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

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c) Risk Purchase

- i) In case of any neglect or refusal on the part of the Contractor to:
- commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.

d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
- iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

38. FORCE MAJEURE CLAUSE:-

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by AGM/M&S subject to prompt notification by the contractor.

39. **All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.**

40. Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits Multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

41. 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.

42. Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>.

42. Note: BHEL has now made arrangements for payment of EMD thru" Online. The steps to make online payment is detailed as below:

- 1) Visit <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2) Click „Proceed" button
- 3) Select „Tamilnadu' in the drop down menu under „State of Corporate/Institution **"
- 4) Select „PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under " Type of Corporate/Institution"
- 5) Click „Go" button
- 6) Select „BHEL BAP RANIPET in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- 7) Click „Submit" Button
- 8) Select „EMD „ in the drop down menu under ' Select Payment Category"
- 9) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

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SPECIAL CONDITIONS TO THE TENDERS

1. The tender is floated on two part bid basis i.e., (1) Technical bid and (2) Price bid.
2. The lowest rate quoted by the vendor shall be taken as L1 and the L1 vendor shall be considered for the award of work.
3. **It is essential that the contractor take utmost care to handle and work without damage to such items. Any damage e to BHEL supplied items for reasons exclusively on the part of contractor, suitable recovery towards cost of such items, will be made from the contractors bill or security amount or from any other source of contractor due from BHEL with administrative charges fixed by BHEL.**

Recovery and penalty

4. During the contract period, if the contractor is not able to provide the sufficient Staff and necessary facilities, the actual cost incurred in getting the alternate arrangements of same or higher segment subject to availability for the absence day(s) will be recovered in addition to penalty of Rs.1000/- per day will be recovered from the contractor.
5. If the contractor is not able to provide the sufficient Staff for a continuous period of 07 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
6. **Service tax:** Rates quoted shall include all royalties, terminal taxes, octrai duties, central and provincial excise tax, sales tax and other taxes leviable under the State or Central Government Rules excluding Service Tax. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect in future.

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Pure Service not involving any supply of materials by Contractor:

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

The L1 will be decided based on the lowest cost to BHEL.

If any change in Service tax (statuary variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statue shall be carried out.

7. ***In case of sudden stoppage of the works by the contractor , same will be treated as suo-moto forced termination of the Contract by the Contractor himself. In the event of such contract termination, the security deposit paid by the contractor will be forfeited and BHEL reserves the right to take appropriate action against the Contractor.***

8. The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate license with proper endorsement etc., and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
9. The contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) or employees of BHEL.
10. THE INJURY or LOSS arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or other wise.
11. ***Bills shall be raised by the contractor (Printed format with Sl. No. only accepted) and submitted in triplicate in the format given by BHEL. Payment will be made to the contractor through NEFT/RTGS within 30 days from the date of receipt of clear bill & complying all statutory requirements with due certification by the concerned department or authorized official of BHEL.***
12. **Set-off Clause:** "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "
13. "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."
14. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
15. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.
16. The contractor should follow all statutory requirements enforced by State Government, like PF, ESI, and Bonus etc., for his labours. While quoting rates the above factors should be taken into consideration. Only after full filling above formalities, bills shall be passed for payments.
17. The Contractor has to pay his labour, the minimum wage as fixed by the State Government and additional payment as insisted by BHEL. **The monthly salary to be made to their workers through Bank by depositing in their worker's account only.**
18. The current minimum wages as fixed by the Government of Tamilnadu and BHEL insisted additional payment payable to Contract labourer shall be paid by the contractor to the driver. Payment shall be made for all days including Sunday & Holidays.

19. Minimum Wages to be paid :

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker (ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2016	3600 pm	3840	4050
Dearness allowance as on 01.04.2016	5196 pm	5196	5196
BHEL Adhoc (2000 + 1200) per month	3200 pm	3700	4100
Total wage per month	11,996 pm	12,736	13,346

Payment of Bonus to be ensured as per Bonus act.

20. **Any increase in minimum wages, by the State Government , during the period of Contract, will have to be borne by the Contractor.** The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
21. The Contractor shall remain liable for the payment of all wages or other moneys to his workmen or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
22. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
23. ESI contributions (1.75% employees contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
24. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
25. The workers' particulars such as Name, Age, Father's name, address , Phone no ,etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
26. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
- Muster Roll
 - Register of Wages
 - Register of Deductions
 - Register of Overtime
 - Register of Fine

ENQUIRY NO.9860029E

- f) Register of Advance
- g) Wage slips
- h) Register of Accidents
- i) Register of Leave with Wages
- j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

27. In case a contract laborer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
28. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
29. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
30. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges (In total :13.61%) in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).
31. **Discrepancy in "words " & " Figures "**
- 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 subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
32. The contractor has to follow the below mentioned without fail.
- a. Minimum wages as announced by the government from time to time to be paid as applicable to the labours engaged
 - b. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
 - c. Annual Bonus shall be paid @ 8.33% of the annual Wages.
 - d. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid
 - e. Shall arrange to provide E.S.I medical cards.
 - f. Monthly wage slip to the labours
 - g. Annual slip for the P.F. contribution to be issued

- h. Annual returns for the P.F. and E.S.I payments to be filed
- i. Safety and Personal Protective Equipments are to be provided
- j. Maintain the following registers
 - i. Attendance register
 - ii. Wage register
 - iii. Over time register

33. **Payment terms:** 100% Payment shall be made after successful dismantling, shifting , erection and testing of cranes to the satisfaction of BHEL Engineer in-charge.

SAFETY RULES

- 1.A list containing the names of persons working, their age, designation, nature of work for which deployed shall be furnished in triplicate immediately on receipt of the work order.
- 2.Entire work shall be carried out in the presence of Contractor's Supervisor with prior permission obtained from the concerned BHEL official of the section.
- 3.While working at heights , proper platforms, ladder , safety belts etc., shall be used.
- 4.Necessary PPE's like hand gloves, safety belts , helmets , safety shoes etc shall be issued by the Contractor the workmen and to be used.
- 5.Any workmen was found to violate the safety regulations , fine amount of Rs.500/- will be recovered from the bill claims for each violation , with a notice.



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	<input type="text"/>
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	<input type="text"/>
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	<input type="text"/>

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/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 is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH 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 the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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UNPRICE BID

S.No	DESCRIPTION	QTY	RATE	AMOUNT
1	Interchanging of the cranes between 20/5T EOT crane & 10 EOT Crane as per the scope of work. (As per the scope of work). <u>Details of the cranes:</u> 1. 20/5T EOT crane with double girder, double hook. 2. Span length – 28.5 Mtrs. 3. Height of the lift – 8.4 Mtrs. 4. Height of the crane from ground level – 9.5 Mtrs. 1. 10T EOT crane with double girder, single hook. 2. Span length – 28.5 Mtrs. 3. Height of the lift – 8.4 Mtrs. 4. Height of the crane from ground level – 9.5 Mtrs	1	Quoted	Quoted
2	SUB TOTAL		Quoted	
3	SERVICE TAX %		_____ %	
4	TOTAL (S. No. 2+3)		Quoted	

Note:- 1**1. Contractor has to fill applicable service tax % in Sl. No : 3**

- Contractor should not mention any amount in this Un price bid and same should be submitted along with techno commercial bid in cover 2.
- Rate should be quoted only in the price bid and to be submitted in a separate cover 3 along with the tender.

Note:-2

- If the service tax is applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the monthly invoice.
- If the bidder's turnover is less than threshold limit at present (i.e. prevailing limit Rs.10 lakhs) and the same shall be clearly indicated as "Service tax is not applicable at present and incase of any service tax liabilities due to exceeding the threshold limit, the bidder shall be responsible and the service tax shall not be reimbursed by BHEL).
- If not specified in the tender, the same will be treated as inclusive of service tax.

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PRICE BID

S.No.	DESCRIPTION	QTY	RATE	AMOUNT
1	<p>Interchanging of the cranes between 20/5T EOT crane & 10 EOT Crane as per the scope of work. (As per the scope of work).</p> <p><u>Details of the cranes:</u></p> <p>1. 20/5T EOT crane with double girder, double hook. 2. Span length – 28.5 Mtrs. 3. Height of the lift – 8.4 Mtrs. 4. Height of the crane from ground level – 9.5 Mtrs.</p> <p>1. 10T EOT crane with double girder, single hook. 2. Span length – 28.5 Mtrs. 3. Height of the lift – 8.4 Mtrs. 4. Height of the crane from ground level – 9.5 Mtrs</p>	1		
2	SUB TOTAL			
3	SERVICE TAX _____ %			
4	TOTAL AMOUNT (S. No. 2+3)			

(Total amount in words _____ only)

Note:

1. Service Tax:- If applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the monthly invoice.
2. If not specified in the tender, the same will be treated as inclusive of service.

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