

**Sealed Tender Box is available in Vendor Complex
Adjacent to Admn Bldg BHEL RC Puram
for dropping tenders after filling**

**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD 502 032
TELEPHONE NO: 23184774/5440**

TENDER NOTICE NO: HY/TCEF/PGT/NIT/16-17/001

DATE: 20.12.2016

1. Name of work : Carrying out Performance Tests (recording / capturing instrumentation data through data logging system) for Steam Turbine Sets of Industrial and Captive Power Plants in India on Rate contract basis.
2. Earnest Money Deposit : **Rs. 2,15,000/-**
3. Last date / time for submission of tender documents : 03-01-2017 / 11.00 hrs
4. Date & time of opening of tenders : Technical Bid: 03.01.2017 / 14.00 hrs
5. Type of Tender : Open
6. Type of bid : **Two part bid**
 1. **Techno-commercial bid**
 2. **Price bid**
7. Cost of tender documents (to be down loaded) : **Rs. 1000/-**
8. Submission of quotation : In separate covers (ie.)
 - Cover-A : For Technical Bid (sealed cover)
 - Cover-B : For Price Bid (sealed cover)
 - Cover-C : Common cover for techno-commercial and price bid covers to be submitted by super scribing the name of work and Tender Notice number on each cover.

SIG. OF CONTRACTOR(S)

**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD-32
T&C Engineering-Turbines Engineering**

TENDER DOCUMENTS

Name of the work: Carrying out Performance Tests (recording / capturing instrumentation data through data logging system) for Steam Turbine Sets of Industrial and Captive Power Plants in India on Rate contract basis.

Tender Notice No. Ref: HY/TCEF/PGT/NIT/16-17/001

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SIG. OF CONTRACTOR(S)

Address:

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

Tender Notice No. Ref: HY/TCEF/PGT/NIT/16-17/001

Date: 20.12.2016

1. Sealed Tenders should be dropped in Tender Box located at Vendor's complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 by 11.00 hours on 28.12.16 for the work of "Carrying out performance Guarantee tests for Industrial and Captive power plant TG Sets in India as detailed in subsequent pages of this tender notice.

Tenders (Techno-commercial bids) will be opened on 04.01.2017 at 14.00 hours in Vendor Complex, adjacent Admn Building. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderer's who may be present at the time.

2. **The approximate estimate of tender value is Rs. 214.20 lakhs for two years.**
3. Tenders must be submitted in sealed covers and should be addressed to the **Dy.Gen. Manager, CMM Purchase Co-ordination Cell, Vendor Complex, Adjacent to Administrative Building, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032**, the name of the tenderer and the name of the work being displayed on the cover.

If the tender is made by an individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.

4. In compliance with BHEL work policy 2016, each tenderer must pay as Earnest Money, a sum of **Rs.2,15,000** (Rupees **Two lakh fifteen thousand only**) and enclose with his tender the receipt endorsed accordingly. The earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L. Ramachandrapuram, Hyderabad

Modes of deposit

The EMD shall be accepted only in the following forms:

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

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

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

5. EMD by the Tenderer will be forfeited as per Tender Document 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.

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.

EMD shall not carry any interest.

6. Tenderers shall peruse carefully the instructions laid in General Terms and Conditions of the contract and all other relevant documents before tendering for the work. The details of work to be executed is given in Schedule – “A”. The details of work are given with a view to enable the tenderer to quote his over all rate to each category of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness.
7. The tender will be operated through two part bid, one is Techno-commercial Bid and another one Price Bid. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders are to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 8a. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be 5% of the contract value. **If the work is awarded, the agency has to pay min. 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.**

Modes of deposit:

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

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

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- 8c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

The Security Deposit will be released along with final bill.
The Security Deposit shall not carry any interest.

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DIRECTIONS TO PARTIES FOR TENDERING

1. The tenderer shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer.
2. Each tenderer must quote the PAN no. with proof of allotment by the Income Tax Authority. In the case of proprietary firm, it will be necessary to quote the aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
3. Time shall be considered as the essence of the contract. The rate of progress as mutually agreed to be maintained. Date of commencement of job will be the date on which the programme for PG test is handed over to the contractor.
4. The tenderer should quote specific rates for each item in the schedule and the rates should be in rupees and paise or as directed in the Schedule-A. The units and rates should be written both in words and figures. The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which are made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

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GENERAL TERMS & CONDITIONS

I General Instructions

1. The contractor shall fully comply with the following enactments:
 - a. Contractor Labour (R&A) Act, 1971.
 - b. Wage Rates not less than that notified by State labour department from time to time.
 - c. Payment of Wages Act.
 - d. ESI Act, 1948.
 - e. EPF Act, 1952.
 - f. Workmen's Compensation Act, 1923.
 - g. The company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
2. Contractor shall obtain complete bio-data of the employee employment certificate and Antecedent verification in the prescribed form for each employee and supervisor engaged by him.
3. The contractor shall make himself of his representative available at the work spot during execution of work, for effective supervision.
4. Non – compliance of any provisions under the act/ rule/instructions / Guidelines shall make the contractor liable for penal action including termination of contract.
5. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
6. The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
7. Contractor shall in his absence keep competent agent constantly and any directions or explanations given by the “Contract Signing Officer” or his representative to such agent shall be held to have been given to the contractor himself.
8. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misconducts himself and such persons shall not be again employed on the works
9. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims thereunder.

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- 10 In the event of any accident in respect of which compensation may become payable under the workmen's compensation act. VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
- 11 The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
- 12 The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDHRA PURAM, HYDERABAD-502032.
- 13 Not withstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 14 The contractor should engage only those employees who shall be more than 18(eighteen) years of age.
- 15 The contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
- 16 Contractor shall issue "Employment Card" as per statute to all the workmen and supervisors covered under the job work contract.
- 17 The contractor shall be responsible to settle any grievances of the workmen deployed by him.
- 18 Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
- 19 The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
- 20 All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same from time to time shall be done by the company official.
- 21 For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the company in writing at any time before completion of the work.
- 22 The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
- 23 All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.

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- 24 The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials or workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an un worked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
- 25 The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
- 26 The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work shall be final.
- 27 Contractor shall be deemed to have included in his tender price of all the plant. Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
- 28 If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
- 29 It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or
- 30 Determined by the company for any such articles or machinery lent or hired to the contractor.
- 31 The contractor shall confirm to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
- 32 Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.
- 33 In the event of any question or dispute under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
- 34 In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Sangareddy Dist.) Telangana only shall have the Jurisdiction.
- 35 The company reserves the right to enter into parallel agreement with one or more contractors at their direction.
- 36 Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
- 37 The workmen employed by the contractor, if found in abetting and fellow workman or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such workers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.

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38. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed they shall be strictly followed.
39. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
40. The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
41. BHEL shall have privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. 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.
42. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
43. In case the contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within seven days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
44. The contractor shall deposit an amount as per clause 8a,b,c of tender notice as security with BHEL. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of contract period subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
45. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
46. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court, Sangareddy District, Telangana.
47. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
48. The rate contract will remain valid for a period of **2 years (two years) from the date of LOI**. BHEL reserves the right to extend the contract for another three months at the sole discretion of BHEL under the same rate terms and conditions.
49. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Ramachandrapuram, Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy courts, Sangareddy District, Telangana.

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II. Special Instructions:

- 1 If an individual makes the tender, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm, if the tender is made by corporation, it shall be signed by a duly authorized officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation / firm is required to furnish evidence of its existence along with bid.
- 2 The EMD will be refunded to the unsuccessful tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
- 3 Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Office Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" (Ex. Sr Manager, CMM Purchase Co-ordination Cell, Vendor Complex) for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within the time specified in the Letter of Intent shall entail forfeiture of the earnest money.
- 4 Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work.
- 5 Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
- 6 The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
- 7 The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time after submission of the tender dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
- 8 Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
- 9 This is a time bound contract for period mentioned, and does not envisage any escalation of price. Also no overtime clause is applicable, as lump sum price is the basis for award of contract. The essence of the contract is to complete the activity satisfactorily.
- 10 The rates quoted by the contractor shall be firm for the contract period of two years. There shall be no revision in contract rates due to increase in any statutory levies during the period of the contract and this increase shall be absorbed by the contractor himself in full.

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GENERAL CONDITIONS

1. All BHEL general conditions of the contract shall be applicable.
2. In the event of delayed / cancelled / postponed / repeated due to fault of contractor as faulty instruments, less accuracy of instrument, expiry of calibration certificates, insufficient instruments and any other reasons to complete the PG test, BHEL is not liable to pay anything for that trip.
3. If the test is cancelled / postponed/ repeated due to any reason by BHEL / Customer, the actual amount for transportation (men and instruments) and accommodation will be paid by BHEL to the contractor on submission of proof for that trip.
4. Payment will be made as lump sum to the contractor after successful completion of the test irrespective of the no. of days spent for completing.
5. The contractor shall affix his signature at the end of each page of this tender document and put rubber stamp wherever he signs in the Contract agreement or bills for making payment.
6. Any statutory increase in the wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible escalation also.
7. The rates quoted shall include incidental charges mentioned in the General conditions of contract unless otherwise specified.
8. The department reserves the right to split and award the work to more than one agency.
9. The contractor should engage workmen who should not be less than 18 (eighteen) years of age.
10. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirements.
11. In the event of termination due to reasons or defaults by the contractor, the BHEL may at its option procure such items and in such manner as it deems appropriate, goods not delivered or others of similar description where goods exactly complying with particular are not, in the opinion of the BHEL, which shall be final, readily procurable, at the risk and cost of the contractor and the contractor shall be liable to the BHEL for any excess cost. The cost of purchases made by the BHEL at the risk and the cost of contractor shall be worked out by BHEL after loading handling charges procured from alternate source/s. The contractor shall on no account be entitled to any gain on such repurchases by the BHEL.

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CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

1. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
2. Contractor shall supervise the work allotted to him and to be carried out by his employees.
3. Contractor to ensure that the employees deployed in the premises of WORK PLACE are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
4. Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
5. Contractor should issue appropriate appointment letters to his employees.
6. Contractor to provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contract number and duration of validity of card.
7. Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee (s) immediately.
8. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
9. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
10. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for safety regulations as applicable.
11. Contractor to ensure that all precautions are taken for safety of his employees and equipments.
12. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
13. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
14. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

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B) TOWARDS STATUTORY LIABILITY

1. All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972 ESI Act, 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
2. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
3. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
4. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No / Card of each employees.
5. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
6. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
7. Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
8. In case the contractor fails to make payment of wages to his employees remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
9. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
10. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
11. Contractor to obtain insurance cover for his employees / equipment, tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage pilferage of his property and / or his employees.
12. Contractor should have independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes.
13. Payment of bonus under the Payment of Bonus Act Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.

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TECHNICAL CUM COMMERCIAL BID (TO BE FILLED IN BY THE TENDERER)

1. Name of the Contractor / Firm :
2. Address, Phone No & e-mail :
3. Name of work :
4. Tender Notice No & Date, Item No :
5. Details of DD / Cash paid
 - a. DD or Cash receipt amount & No for EMD :
 - b. DD for cost of tender documents (to be enclosed along with this bid) :
6. Particulars of experience / credentials (Whether all details as per pre-qualification Criteria enclosed) :
7. P.F.Code No. (proof of having Code No to be enclosed) :
8. ESI Code No. (proof of having Code No. to be enclosed) :
9. PAN No. with proof (in case not available, proof of having/ applied with acknowledgement from concerned authorities to be enclosed) :
10. TIN / CST No. with proof (in case not available, proof of having/applied with acknowledgement from the concerned authorities to be enclosed). :
11. Service Tax ref No. :

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NOTE:-

1. The above documents should be given along with the tender as otherwise, contractor's bills cannot be processed and payments may be held up.
2. Techno-commercial bids will be opened as indicated. After scrutiny in case the agency has not fulfilled all the above conditions with documentary proof, the bid is liable to be rejected and they will not be entitled to participate in price bid with reverse auction.
3. In case of a firm, the tender shall be in the name of the firm, and for individual these can be in the name individual. In case of sole proprietorship of a firm, he should submit a notarized affidavit to that effect. For partnership firms, the deed of partnership and power of attorney are to be submitted.
4. All the columns shall be filled with proper information.
5. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
6. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

SIG. OF CONTRACTOR(S)

TENDER FOR THE WORK

I/We _____ do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read the clauses of the preliminary specifications and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and in regard to the INSTRUMENTS required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

Signature of Contractor (S)
Address

CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely General Conditions of contract. I agree to be bound by and comply with all specifications contained in the contract, for the various items of works specified in the Schedule "A" and the work as a whole.
2. I hereby declare that I shall pay the statutory minimum wages to my employees as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.
3. Any increase in rate of DA/Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike, and quote in the tenders. It shall be noted that any increase of DA/Wages shall be absorbed by the contractor himself and BHEL will not reimburse the increase in DA/Wages.

SIG. OF CONTRACTOR(S)

Schedule A

Off-loading of Performance Test for Industrial Steam Turbines

| Sl No | Description | Upto 50 MW Amount (₹) | From 51 to 100 MW Amount (₹) |
|-------|-------------------------------------|-------------------------------|--------------------------------------|
| 1 | Charges per Performance Test | | |

Note: Cost per Performance Test quoted shall include the following:

- 1) Instruments calibration charges (Pl. ref Technical specification for details of instruments).
- 2) Charges towards consumables like fittings, copper washers, Teflon tapes, insulation tapes etc.,
- 3) Charges for Engineer (total 17 man days for pre-test visit and for final test visit) including Man days cost, travel, accommodation and local transport. Note: Stay at site is considered as Man days.
- 4) Charges for Technician (total 15 man days for final test visit) including Man days cost, travel, accommodation and local transport. Note: Stay at site is only considered for man days.
- 5) Charges towards transportation of instruments, installation, recording and dismantling
- 6) Insurance charges for equipment and personnel
- 7) Any other charges
- 8) All taxes and levies except service tax.

Note: This page to be filled and to be kept in separate sealed cover titled Price Bid.

Signature of contractor (s)

Date:

PRE- QUALIFICATIONS

I. The following conditions are to be satisfied by the tenderers, with documentary proof to be enclosed with technical bid. In case the agency fails to do so it is liable for rejection.

1. Registration as contractor in suitable class or reputed contractor.
 2. PAN number with proof.
 3. Average Annual financial turnover during the last 7 financial years, ending 31st March of the financial year, should be at least 15% of the tender value.
 4. Experience of having successfully completed similar works in last 7 years ending last day of months previous to the one in which applications are invited.
- NB: Similar Work is defined as experience in relevant Instrumentation / Erection and Commissioning works as the case may be for the respective job.
- a). Three similar completed works each costing not less than the amount equal to 2% of the tender value
or
 - b). Two similar completed works each costing not less than the amount equal to 4% of the tender value
or
 - c). One similar completed work costing not less than the amount equal to 6% of the tender value
5. Details of single largest order executed Value (Enclose Certificate).
 6. List of projects executed / under execution.
 7. Customer's satisfactory completion certificate.
 8. List of major T&P available with firm (enclose list).
 9. List of instruments available for PG test (Refer the specifications)
 10. Organisation chart (Including engineers and supervisors)
 11. Details of technical skills available of working personnel.
 12. Any other relevant information.
 13. Proof of Labour Licence or applied proof is to be submitted.

II. -1. Tenders must be submitted in sealed covers addressed to the **DGM, CMM Purchase Co-ordination Cell, Vendor Complex, Adjacent to Administrative Building, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032**. Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.

2. The agency is responsible for all the statutory requirements & documentations for ESI / PF / Labour Licences etc. as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractor's bills / deposits.

SIG. OF CONTRACTOR(S)

III. NOTES:

1. The period of rate contract shall be for Two (2) years from the date of award of contract. BHEL reserve the right to extend the contract for another three months at the sole discretion of BHEL under the same rate terms & conditions
2. The expected no. of sets for two years are 30, liable for variation (Example: up to 50 MW range -20 nos, and 51 to 100 MW range – 10 nos.)
3. **Selection of tenders is on two part bid (Techno-commercial bid and Price bid).**
4. For two ranges of MW's as mentioned above, three L1's will be selected through Price Bid/Reverse Auction. The rates per each range to be mentioned in "Schedule A" format and to be submitted in a separate cover of the Price Bid.
5. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
6. In case of tie bid, impact bid will be called from the tie bidders.
7. To meet the commitment to the customer, the quantum of load counter offers will be explored. BHEL may give opportunity to other parties, who submitted Price Bid and stood at L2 and L3 levels and so on (other than L1 party) to work, provided they accept for L1 Price. **Counter offers shall be only to n-1 vendor, where n is the no. of qualified vendors.**
8. **The counter offers will be on the basis of L1 rate and the quantity of jobs will be distributed to L1- 50%, L2- 30% and L3- 20% in case of more than three qualified vendors. In case if two or three qualified vendors, distribution shall be L1 - 70% and L2-30%. In case of disagreement by any party/parties within this counter offers or if less number of parties are qualified, respective % of load will be transferred to L1.**
9. Tender documents can be had through BHEL web-site <http://www.bhel.com>.
10. Tender bid with out EMD as stipulated are liable for rejection. Proof of EMD should be enclosed with Technical Bid documents. **One time EMD is not acceptable.**
11. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
12. In the event of delayed / cancelled / postponed / repeated due to fault of contractor as faulty instruments, less accuracy of instrument, expiry of calibration certificates, insufficient instruments and any other reasons to complete the PG test, BHEL is not liable to pay anything for that trip.
13. A penalty of 0.5% of the gross value of work will be levied for every weeks delay in work, subject to a maximum penalty of 10% of the gross value of work.
14. Consistent bad performance in terms of timely and quality of job will lead to termination of rate contract with that tenderer without any notice. BHEL will redistribute this load among other contractors.
15. Payments will be released within 90 days from the date of submission of invoices raised after successful completion of job on certification by BHEL engineers.
16. The inputs provided are proprietary of BHEL and Bidder maintains confidentiality of the same. Non-disclosure agreement has to be signed by the successful bidder for this purpose.

SIG. OF CONTRACTOR(S)

17. Separate Covers (i.e.)

- Cover-A - Technical Bid (sealed cover).
- Cover-B - Price Bid (sealed cover).
- Cover-C - Common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.

18. The tenderers must sign on all the pages of tender documents including the detailed NIT, which forms part of tender.

19. The tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

SIG. OF CONTRACTOR(S)