



BHARAT HEAVY ELECTRICALS LTD BHOPAL

FIELD ENGINEERING SERVICES (SXX)

NOTICE INVITING TENDER (NIT) FOR “SITE SERVICES OF KIOSK BREAKER IN JAIPUR”

<i>Last Date & Time for Sale of documents</i>	<i>30/07/ 2010</i>	<i>9 00 Hrs.</i>
<i>Last Date & Time for Submission of</i>	<i>30/07/ 2010</i>	<i>11 00 Hrs.</i>
<i>Due Date & Time for Bid</i>	<i>30/07 /2010</i>	<i>14 00 Hrs.</i>



BHARAT HEAVY ELECTRICALS LIMITED

UNIT: BHOPAL

FIELD ENGINEERING SERVICES (SXX)

NOTICE INVITING TENDER

NIT: - SXX/KIOSK/06/2010/AKI

Date: -06/07/2010

SXX department of BHEL Bhopal invites tender on open tender basis from experienced and financially sound contractors for the following work.

(1) SCOPE OF WORK: Deputing personnel as per BHEL requirement to Site / Customer Works (These breakers are distributed in Jaipur. DISCOM,) for Survey, Inspection, Commissioning, Trouble-shooting, All materials required for warranty maintenance have to carried by contractor from BHOPAL / ROD Jaipur .The contractor would also have to keep suitable closed space or room of at least 10'X10' area for keeping the spares, warranty items or rejected material in his custody for quicker resolution of the complaints at Jaipur (Address of location of space to be furnished with in 15 days after award of W.O. and before signing of agreement). All the material left out at the time of closing of the contract, would have to be sent back to BHEL Bhopal (SXX) with out delay. BHEL ROD Jaipur will co-ordinate in this regards. The contractor will also have to maintain Jeep / Car to go to various site in remote area not older then 2 years.

(2) QUALIFICATION CRITERIA: Bidders have to provide supporting documents of employees having two year experience in the field of services of BHEL make VCB mechanism (minimum qualification ITI) / BHEL retired person who worked in the filed of operation and maintenance of BHEL make VCB mechanism . For this party has to give the self certificate with bid documents. (To filled on Annx-1).

Parties to furnish following details.

Sr. no.	Particulars	Document no./ page no.	Copy attached
01	PF certificate,		
02	ESI certificate,		
03	I/Tax PAN no.,		
04	Labour License, as applicable,		
05	Service tax registration no if allotted.		
06	Employees experience certificate Annex -1		
07	Self certification regarding non black listed Annex-2		

Parties must also be free from any kind of legal disputes or black listed by any PSU/BHEL/States/Central Govt. for this party has to give the self certificate with bid documents. (To filled on Annx-2).

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Signature of contractor
with Date , Name & seal

(3) **QUANTUM OF WORK:** Quantum of work shall be warranty services of 458 nos. koisk breaker supplied to Jaipur DISCOM for 24 months.

(4) **CONTRACT PERIOD:** Two year from commencement of work.

(5) **AVAILABILITY OF TENDER DOCUMENT:** Complete tender document is available in SXX and the tender documents may be obtained from SXX Department block IV EWFF BHEL Bhopal or Down loaded from BHEL site.

(6) **SUBMISSION OF TENDER DOCUMENT.**

a. Last Date of Bid submission: **30/07/ 2010** up to 11:00 Hrs

b. Date of bid opening: **30/07 /2010** upto14:00 Hrs

(7) **VENUE FOR BIDS SUBMISSION/ OPENING:**

Tender room, Admin – Block, Ground Floor, BHEL Bhopal-462022

In case of any doubt our address for correspondence shall be:

DGM (SXX) Block-IV/EWFF BHEL, Piplani P.O. Bhopal-462022

Phone No: 0755-2505106

E-mail: imtiiaz@bhelbpl.co.in

Tender to be submitted in green color tender box meant for works contract.

(8) **SECURITY DEPOSIT:** - As per **works policy -2008**

(9) **TENDER FEE:** - - Rs. 2000/- (Two thousand) shall be charged for tender documents. If Down loaded from web site then DD to be submitted along with document , with out this offer will be rejected .

(10) **NATURE OF TENDER:** - Open Tender.

(11) **SPLITTING THE CONTRACT:** 458 no. breakers supplied against work order no. 96052-A-476-01. The breaker Sr. no is from 9078187 TO 9078644. As per work policy cl 25 contracts may be splitted up in the ratio of 60/40 (From Sr.No. 9078187 TO 9078461 & From 9078462 TO 9078644). The 60 % share (From Sr.No. 9078187 TO 9078461) shall be given to L1 .If L2 does not accept L1 price for balance 40% share i.e. breaker Sr. no. From 9078462 TO 9078644, the full quantity will be given to L1.

(12) **EARNEST MONEY DEPOSIT:** - As per **works policy -2008**

(12.1) **'EARNEST MONEY':**

(12.1.1) Bidder has to submit Earnest Money Deposit (EMD) of Rs. 1, 00,000/- Rs One lakh only through pay order/ demand draft/ Cash deposit receipt of Cash office / one time EMD, in favour of Bharat

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Heavy Electricals Limited, Bhopal, with each tender. The value of One time EMD is Rs.1 .0 lakh/-.
(One lakh)

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(i) DD NO ----- Amount in Rs ----- Name of Bank -----

OR

(ii) **PROOF OF ONE TIME EMD** Letter ref -----

(12.1.2) In the case of unsuccessful bidder, the EMD will be refunded normally, within 15 days of the acceptance of award of work by the successful bidder.

(12.1.3) The EMD of the successful bidder will be retained towards part of Security Deposit.

(12.1.4) BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

(12.1.4.a) After opening of tender, revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.

(12.1.4.b) Fails to start the work within the period as per LOI, contract / within 15 days after award of contract.

(13) GENERAL TERMS AND CONDITION:

DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

(13.1) **'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

(13.2) **'CONTRACTOR' or 'FIRM'** shall mean the individual, firm or Company who is providing the services and shall include their executors, administrators, successors and permitted assigns.

(13.3) **'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include guidelines an declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.

(13.4) Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.

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- (13.5) **'TENDER DOCUMENTS'** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- (13.6) **'LETTER OF INTENT'** shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- (13.7) **'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

(13.8) **'OFFICIAL SECRET ACT'** : The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

(13.9) **'MODE OF COMMUNICATIONS':**

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.

(14) **OFFER SUBMISSION IN RESPONSE TO INVITATION:**

An offer, each page duly signed by an authorized person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT.

Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present.

The rate shall be quoted as the Final rate including of PF, ESI, all other statutory payments, levies and all other Govt. taxes but **Excluding of the Service tax**. No any escalation/ additional / overtime/ waiting charges will be paid other than the quoted rate.

An offer will be treated as invalid offer if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or Overwritten, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer. Validity period of an offer shall be up to six months after the submission date.

(15) **SECURITY DEPOSIT:**

Upon acceptance of offer, the successful bidder shall deposit the prescribed amount Of security deposit, before start of the work.

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(15.1) THE AMOUNT OF SECURITY DEPOSIT, EFFECTIVE AS ON DATE, IS AS FOLLOWS:

- | | | |
|---------------------------------|----|---|
| (i) Work costing <Rs. 10 lakhs | :- | 10%. |
| (ii) > Rs.10 lakhs <Rs.50 lakhs | :- | Rs. 1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs. |
| (iii) >Rs. 50 lakhs | :- | Rs. 4 lakhs + 5 % of the amount exceeding Rs.50 lakhs. |

(15.2) THE FULL OR 50% SECURITY DEPOSIT:

May be deposited through Pay order/ Demand draft / the cash office of BHEL/ Other modes.(Pl. refer BHEL works policy, to know details of the other modes) The balance 50% of Security Deposit shall be recovered from the running bills @10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.

(15.3) RETURN OF SECURITY DEPOSIT:

The Security deposit shall be refunded to the firm, only after minimum 3 months, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

(16) AGREEMENT SIGNING:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format. The cost towards agreement shall be borne by the firm. The contractor will have to furnish address of the location for keeping spares and copy of registration papers of vehicle made available for travelling to various sites in Jaipur before signing of contract.

(17) RESPONSIBILITIES OF THE FIRM:

(17.1) GENERAL RESPONSIBILITIES:

- a) The firm shall follow all the statutory compliances as mentioned in the and all the prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- b) The firm shall pay all taxes, fees, license charges which may be him or other wise as deemed fit.
- c) The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
- d) The firm shall fully indemnify BHEL/its customer against all claims of whatever

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nature arising during the course of execution of this contract due to acts of the firm/
their personnel.

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f) Firm shall maintain a Wages register showing the following details clearly, for
Each month, exclusively contract / area wise:-

- a) Measure of work (or attendance) for which worker is entitled for wages.
- b) Wages paid,
- c) PF and ESI deduction from each worker,
- d) PF and ESI contribution by firm,
- e) Annual statement for availed/paid leaves,
- f) Bonus paid (Form-C & D)

The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

(18) PAYMENT TERMS:

90% payment shall be made after submission of bills along with work completion certificate/ MOM from BHEL / Customer's representative. Remaining 10% shall be paid after 90 days of satisfactory completion of work at the time of contract closing. Income Tax, service tax and other Govt. levies etc. as applicable shall be deducted from the running bills and certificate to this effect shall be provided as per rules.

(19) PENALTY:

For delays beyond the specified schedule, if attributable to the firm; Penalty may be imposed maximum 0.5% per week of rate quoted per breaker. The recovery for delay in attending site problem will be made @0.5% per week maximum up to 4% of the rate quoted per breaker .However if any material is required for repair and is not provided by BHEL this clause will not be applicable.

(20) FORCE MAJEURE:

The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, flood, fire, cyclone, earthquake, epidemic and other similar causes over which, no contractor has any control. In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

(21) ARBITRATION:

All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

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The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. The arbitration proceedings shall be held at Bhopal.

(22) RIGHTS OF BHEL:

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation

Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Non-fulfillment of any contractual obligations or obligations under the law.

(23) 'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION':

The contract shall be governed, by the law for the time being in force, in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

(24) SAFETY AND DISCIPLINARY ACTION

(24.1) Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.

(24.2) Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

(24.3) Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.

(24.4) Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

(24.5) Contractor shall fully comply provisions of various applicable labour laws.

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QUOTATION

Sl. No	No. of breaker	Period months	Maintenance (Rate per breaker per month)	Total amount (Rate per breaker per month) x 24 x 458
01	458	24		
02	Provision of closed space 10' X10' for keeping spare items included.			Yes
03	Provision of Jeep/Car not older 2 year for travelling within them Jaipur included			Yes

- List of employees with min 2 years experience in BHEL make VCB mechanism given in annex 1.
- We certify that we are free from any kind of legal dispute as per annex 2.

Signature of contractor with seal

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ANNEXURE-1

LIST OF EMPLOYEES

TABLE - A

SL.NO.	NAME OF EMPLOYEES	QUALIFICATION (MINIMUM ITI)	EXPERIENCE IN BHEL MAKE VCB MECHANISM (IN YEAR)

TABLE - B

SL.NO.	NAME OF EMPLOYEES	RETIRED BHEL EMPLOYEE IN THE FIELD OF OPERATION AND MAINTENANCE OF BHEL MAKE VCB MECHANISM.	EXPERIENCE IN BHEL MAKE VCB MECHANISM (IN YEAR)

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(CONTRACTOR'S SIGNATURE WITH SEAL)

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ANNEXURE-2

SELF CERTIFICATION

THIS IS TO CERTIFIED THAT, OUR FIRM HAS NOT ANY LEGAL DISPUTES OR BLACK LISTED IN (PRESENT & PAST) WITH ANY PSU PSU/ BHEL/ STATE GOVERNMENT/OTHER ORGANISATION.

THE ABOVE INFORMATION IS TRUE AND CERTIFIED BY US.

(CONTRACTOR'S SIGNATURE WITH SEAL)

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