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Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

P.B.No 2606, Mysore Road, Bangalore - 560 026

REF: CE/ES/2014-15/08/NEYVELI-R&M/MH/KJ

DATE: 05/08/2014

Dear Sir,

Sub.: Tender enquiry for the work of 'Material Handling and providing Man Power assistance at NLC NEYVELI Thermal Power Station - II.

Ref.: Tender Enquiry Number : CE/ES/2014-15/08/NEYVELI-R&M/MH/KJ
Tender Enquiry Date : 05/08/2014
Tender Due Date and Time : 22/08/2014 at 13:00 Hrs.
Tender Opening Date and Time : 22/08/2014 at 13:30 Hrs.

Sealed Two-part offer is invited against the subject tender enquiry for the work of Material Handling. The following may be noted.

1. The Offer may be sent by post/courier to the following address to reach before the tender due date and time.

**Mr. K JAGADEESAN / AGM,
External services Department, NEB 5TH FLOOR,
BHARAT HEAVY ELECTRICALS LTD
Electronics Division,
P.B. No. 2606, Mysore Road,
Bangalore – 560026.
Ph: 080-26989126, 080-26998657**

2. The offers received in time, will be opened at Tender opening room near Reception, BHEL-EDN, Bangalore on 22.08.2014 at 13:30 hours in the presence of those bidders who wish to be present. Offers received after tender closing date & time will not be considered.
3. The Duration of Work shall be for a period of 36 (Thirty Six) months.

TENDER REF. NO.: CE/ES/2014-15/08/NEYVELI-R&M/MH/KJ



External Services
BHEL-EDN, BANGALORE

4. The validity of offer shall be for 120 days from the date of opening of the Technical bid.
5. The requests for extension of due date will not be considered. The tender will be finalized shortly.
6. This tender document comprises of “Procedure for submission of Sealed Tender” followed by four sections -

SECTION-1: INSTRUCTIONS TO BIDDERS AND CONDITONS OF CONTRACT

SECTION-2: SCOPE OF WORK & PAYMENT TERMS

SECTION-3: NO DEVIATION CERTIFICATE

SECTION-4: SCHEDULE OF PRICE

Thanking you,

Yours Faithfully,
For & On behalf of BHEL-EDN

(K JAGADEESAN)
AGM/External Services

Place: Bangalore

Date: 05/08/2014



PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The Bidders must submit their tenders in three separate sealed covers prominently super scribed as **Cover - I : Technical Bid**, **Cover - II : Price Bid** and **Cover - III Earnest Money Deposit** also indicating on each of the cover tender specification No., due date and time as mentioned in tender notice. These three envelopes have to be kept in a fourth envelope and submitted as described below.

COVER-I: TECHNICAL BID

Section - 1, 2 and 3 of tender document issued by BHEL (Page Nos. 1 to 12) duly filled, signed and stamped in all pages by Bidder should be submitted in a **sealed envelope** with superscription Cover-I : Technical Bid.

Documentary proof for meeting pre-qualification requirement specified in Tender Enquiry should be enclosed in this Envelope only.

COVER-II: PRICE BID

Section - 4 (Price Schedule - Page Nos. 13, 14) of Tender Enquiry issued by BHEL duly filled, signed and stamped should be submitted in a separate **sealed Envelope** with superscription Cover-II : Price Bid.

COVER –III: EARNEST MONEY DEPOSIT

The EMD of Rs. 60,000/- (Rupees Sixty Thousand) in prescribed form should be submitted in a third SEALED envelope with superscription Cover- III : Earnest Money Deposit.

COVER IV

The above three separate Envelopes i.e. cover I, II & III shall together be kept in a fourth envelope (Cover-IV) and this sealed cover shall be super scribed with Tender Reference Number, Due date & Time and submitted to Officer inviting tender on or before due date and time as indicated in tender.



SECTION-1:

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

1. The offer shall be submitted as a 'Two part bid' as described in Page No.: 3.
2. **Tender Enquiry Number: CE/ES/2014-15/08/NEYVELI-R&M/MH/KJ**
Dated:05/08/2014
3. **Tender Due Date and Time: 22/08/2014 at 13:00 Hrs.**
4. **Pre-Qualification Requirement:**
 - (a) The Bidder should have carried out similar work of Unloading / Providing Man Power Assistance.
 - (b) Average annual financial turn-over of the Bidder for the last three years ending 31.03.2014 should be above Rs. 2.7 Lakhs.
 - (c) Experience of having successfully completed similar works during the last Seven years ending as on 31.07.2014 should be either of the following:-
 - i. Completed Three similar works of value not less than Rs. 3.6 Lakhs
OR
 - ii. Completed Two similar works of value not less than Rs. 4.5 Lakhs
OR
 - iii. Completed One similar work of value not less than Rs. 7.2 Lakhs
5. The work is to be executed at BHEL EDN Stores office, Neyveli Lignite Corporation, TPS-II, NEYVELI, TAMILNADU.
6. **The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.**
7. All the sections of this tender document may be carefully and thoroughly read and understood before submitting the offer. Bidder shall return one set of these tender documents after affixing signature and seal in all the pages along with the offer.
8. The tender is likely to be finalized in a short time.
9. The bidder shall mobilize his men, materials, tools & tackles to site within 15 days from the date of intimation from BHEL or release of LOI.
10. An amount of Rs. 60,000/- (Rupees Sixty Thousand only) towards 'Earnest Money Deposit' (EMD) in the form of Pay Order or Demand Draft in favour of 'Bharat



Heavy Electricals Limited' payable at Bangalore shall be submitted by the bidder along with the offer.

11. The EMD shall not carry any interest and the EMD of successful bidder may be converted towards part of Security Deposit.
12. The EMD of the unsuccessful bidders will be returned within 30 days from the date of 'acceptance of the award of work' by the successful bidder.
13. SECURITY DEPOSIT: Upon acceptance of tender the Successful Bidder must deposit the required amount of Security deposit (including service tax) within the time specified in the Letter of Intent for satisfactory completion of Work. The total amount of security deposit shall be as follows
 - 12.1. In case of work costing up to Rs.10 Lakhs: 10 % of the Contract Value including Service Tax.
 - 12.2. In case of work costing above Rs.10 Lakhs and up to Rs.50 Lakhs: Rs.1.0 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs.
14. The successful bidder has option to pay the Security Deposit (SD) amount by pay order/ demand draft / Securities like NSC /Bank Guarantee / Fixed Deposit Receipt etc. as per BHEL's policy before start of work.
15. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases, at least 50% of the security deposit should be deposited before the start of the work and balance 50 % will be recovered from the Running Bills..
16. The security deposit shall not carry any interest.
17. SD REFUND: 50% of the Security Deposit amount will be returned after 30 days from the date of submission of final bill on certification by BHEL Site Engineer & on receipt of required declaration forms for release of SD. Balance 50% will be refunded after settlement of final bill and production of "No Due Certificate" from Site In-Charge, BHEL-EDN-NLC SITE.
18. The work involves only material handling and man power assistance to BHEL. The guarantee and workmanship clause is not applicable.
19. The Bidder shall submit a certificate to BHEL declaring that the Bidder has complied with all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract and provide relevant documents as proof.
20. In addition to the local laws and regulations the bidder shall also comply with the Minimum Wages Act. The Payment of Wages Act and the rules made there under in



respect of labour currently employed on or connected with the contract shall be followed.

21. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per Section-3.
22. The work will be taken up immediately and the work shall be completed as per the BHEL's requirement.
23. The Bidders shall get themselves familiar with the site and nature of job in advance where the work is to be executed before quoting their rates.
24. Apart from Service tax any other govt. taxes as applicable from time to time shall be borne by the Bidder.
25. The Bidder shall arrange to obtain valid gate passes for their workmen and equipment from the concerned authorities. The bidder shall furnish documents such as Address proof, police verification certificate etc. for their workmen as needed by NLC. **ESI registration for workmen is a must for NLC gate pass formalities.**
26. No man / material/ equipment not covered by valid gate pass shall be permitted within the power station area and no material / equipment shall be permitted to be taken out of the power station unless authorized by concerned authority. The Bidder shall be held fully responsible for any delays / losses / damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
27. Carrying inflammable materials / striking of matches, lighters or smoking or other acts which may cause fire hazards in the area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas, BHEL stores etc. is strictly prohibited.
28. The Bidder shall compulsorily provide personal protective equipment to his employees & in the event of him not providing then it will be provided by BHEL at Bidder's risk and cost of the same will be recovered from the bill/s.
29. All necessary personal safety equipment as considered adequate by the BHEL site Engineer should be made available at Bidder's cost for use by the persons employed at the site and be maintained in a condition suitable for immediate use. The Bidder should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.



30. The Bidder shall obtain permission from appropriate authority / license if required under any applicable law regulations for engaging labours for execution of the work and observe all terms and conditions of the said authorization / license.
31. The Bidder shall comply with the provision of all applicable labour legislation / Acts pertaining to payment of wages and shall pay his workers' wages not less than minimum as applicable in Neyveli Lignite Corporation Ltd., TS-2, NEYVELI plant premises.
32. The Bidder has to make his own arrangement for T&Ps like Hydraulic Crane, Hydraulic Hand Trolley, Slings, Hydraulic jacks, Chain Pulley blocks, D-shackles etc., whenever required as per instructions of BHEL Site Engineers. Apart from this, the bidder shall also arrange safety appliances and consumables required for the above job.
33. The work shall be executed as per the direction and to the satisfaction of BHEL site Engineer. Decision of BHEL site Engineer will be firm and binding on all matters.
34. Any person below the age of 18 years shall not be deployed for the work.
35. The Bidder shall be required to pay full wages to the workers as per prevailing rules.
36. The Bidder has to comply with the safety requirement of the Neyveli Lignite Corporation Ltd., TS-2, NEYVELI plant premises.
- 37. The Bidder shall possess independent PF code & ESI code. Bidder has to observe all formalities as per PF & ESI act.**
38. The Bidder shall be liable to comply with provisions under the various labour legislations. Besides other obligations under the labor legislations he is required to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief Labour Commissioner, Provident Fund under the Provident Fund Act, compensation under the Workmen Compensation Act, Retrenchment compensation etc. The Bidder shall indemnify BHEL / NLC against all claims, damages and compensations on account of his failure to comply with statutory provisions.
39. If the Contractor or his workmen shall break, deface injure or destroy any part of a building, road, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected



equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen / agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the Contractor or from his security deposit or any other money due.

40. The Bidder shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
41. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Bidder arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Unit head of BHEL-EDN or any Officer duly authorized by him in this behalf and the decision of the Arbitrator shall be final and binding on the parties.
42. As per Neyveli Lignite Corporation Ltd., TS-2, NEYVELI plant statutory requirement, the Bidder and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life and damage to Customer's property. **Bidder shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.**
43. No complaints from Bidder's workmen with regard to nature of work entrusted or place of work will be entertained.
44. The Bidder or his authorized representative shall be available at BHEL Site Office daily for receiving necessary instructions from Engineer-In-Charge, BHEL and to carry out the work accordingly.
45. The Bidder is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.

Note: The term 'Customer' means Neyveli Lignite Corporation Ltd., NEYVELI.



SECTION-2

SCOPE OF WORK & PAYMENT TERMS

1. The equipment/material to be handled by Contractor consists of Control and Instrumentation System, along with the associated auxiliaries. These materials will be supplied from our manufacturing units as well as our vendors located both within the country and abroad. The delivery of these materials will be inside the project campus by road transport.
2. BRIEF SCOPE OF WORK: Receiving the material at site as and when delivered, unloading from Trucks / Trailers / Containers, transportation/shifting to place of storage or any other area within Neyveli Lignite Corporation Ltd., Thermal Power Station, NEYVELI plant premises, proper storage, checking the shipments and reporting missing/damaged items, cleaning, claim formalities with insurance agency, Maintaining proper record of material, Conservation, Preservation, Re-stacking, Issue of material and any other services as envisaged in this contract.
3. It shall be the responsibility of the Contractor to keep in touch with BHEL Engineer at site and find out the arrival of consignments. For this, the contractor or his authorized agent shall contact the BHEL Site Office. The contractor or his authorized person should be available at work spot.
4. The contractor has to use his own or arrange suitable equipment for safe handling and shifting of materials, including all necessary Tools & Plants required for the above work.
5. The unloading is to be normally carried out at BHEL stores. However in certain cases BHEL Engineer may instruct the Contractor to unload the materials at any place within the plant premises. The quoted rate shall remain valid for this work also.
6. The Contractor has to ensure the unloading and removal of materials from unloading places within the permitted time. The materials unloaded, shall be shifted to project stores / storage yard and properly stacked immediately as per the instructions of BHEL Engineer. He has to ensure that the area is kept free and avoid jamming.
7. After stacking / verification, the materials may need to be restacked / shifted within the premises as per the instructions of the Engineer. The activity of restacking shall be applicable and payable only if the materials need to be shifted and restacked to different location with the help of material handling equipment as per the instruction



- of BHEL Engineer. The contractor will have to carry out the instructions of the BHEL Engineer and will be paid as per item No 2 of the Schedule of Price for this restacking work.
8. Materials already received at site (i.e. before award of this contract) or materials unloaded by transporter (as per his contract with BHEL) shall be relocated, stacked, verified etc. on the instructions of BHEL ENGINEER. Payments for such works will be made by BHEL as per the rates quoted under Item No. 2 of Schedule of Price of this tender.
 9. Unloading of materials from vehicles, at storage area / Place of work at site stacking and restacking shall be done in the presence of or as per the directions of BHEL representative.
 10. All payments will be released from BHEL-EDN, Bangalore on certification of monthly RA Bills by BHEL site Engineer. This process will take about 45 days approximately. Bidder to note this. Bidder to ensure timely payment to its workmen.
 11. Mode of payment: Payment will be made by EFT and the charges shall be borne by the Bidder. The Bidder will be required to submit required formats for EFT mode of payment. A copy of the EFT mandate form is to be filled up and duly signed by authorized Bank officer and a cancelled cheque submitted along with is Tender. Return of EMD to unsuccessful bidders will also be through EFT.
 12. Service tax, if applicable, shall be paid extra. A copy of service tax registration certificate shall be enclosed with the offer. Whether Service Tax is applicable OR not, may please be indicated.
 13. Income tax plus surcharge as applicable will be deducted from the gross amount of each bill. Please indicate the IT PAN.
 14. Measurement sheets for the quantum of work carried out shall be submitted by the Contractor to BHEL Engineer. After due verification, the 'Engineer' will certify regarding the actual work executed in the measurement book, which shall be accepted by the Contractor in measurement book.
 15. The Gross weight as indicated in the packing slip will be considered for payment purpose. In case, the details of the weight are not available, the BHEL Engineer will refer other documents like drawings / dispatch documents to arrive at the weight of



the consignment. The decision of BHEL Engineer is final and binding on the Contractor.

16. Contractor shall also submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be submitted to BHEL site office before raising invoices.
17. Shortage/damage reports on BHEL's standard materials management forms to be submitted.
18. The Contractor shall submit copies of the following documents to BHEL Engineer before commencement of work.

** PF Registration / Membership certificate

** ESI documents of Workmen. **A must document for the Gate pass formalities of NLC.**

The Contractor shall submit the following documents along with every RA Bill to BHEL Engineer

- Attendance sheet for the man power engaged
- Monthly wage sheet
- PF paid challan of the previous month as applicable

19. TERMS OF PAYMENT:

85 % of the value of RA Bills submitted by the Contractor will be paid on Pro rata basis. Balance 15 % shall be released upon submission of Final Bill.

20. TIME SCHEDULE & TERMINATION

The time schedule indicated is for 36 Months. Please note that BHEL reserves the right to close or terminate the contract at any time of the contract schedule by giving one month notice. The decision of BHEL is final and binding. The bidder to confirm acceptance to this clause.

22. Liquidated Damages: In case of delay in unloading of materials are in providing suitable manpower BHEL may carry out the work at the risk and cost of the contractor by giving notice in writing. The expenses so incurred by BHEL shall be recovered from the amounts due to the contractor against this contract or any other contract with BHEL.



SECTION-3

NO DEVIATION CERTIFICATE

(Preferably to be submitted on the Letter Head of the Company/Firm of Bidder)

TENDER REF. NO.: CE/ES/2014-15/08/NEYVELI-R&M/MH/KJ

WORK: C&I Materials Handling & Providing Manpower Assistance to BHEL Site office at NLC NEYVELI Thermal Power Station - II.

With reference to above work, I/We, _____
of M/s. _____ confirm that as
per tender conditions, I/we have visited site before submission of our offer and noted the job
content and site conditions etc. I/We also confirm that I/we have not changed / modified the
tender documents as appeared in the website and in case of observance at any stage; it shall
be treated as null & void. I/We hereby confirm that we have not taken any deviation from
tender clauses together with other references as enumerated in the above referred NIT and
I/we hereby confirm our unqualified acceptance to all terms and conditions as stipulated in
the tender and NIT. In the event of observance of any deviation in any part of our offer at a
later date whether implicit or explicit, the deviations shall stand null & void. I/We confirm to
have submitted our offer in accordance with tender instructions.

(Signature of the Bidder with Seal)

Place:

Date:



PRICE SCHEDULE - FILLED IN PRICE SCHEDULE TO BE SUBMITTED IN
SEPARATE SEALED COVER

TENDER REF: CE/ES/2014-15/08/NEYVELI-R&M/MH/KJ

DATE: 05/08/2014

SECTION - 4
SCHEDULE OF PRICE

Sl. No.	DETAILS	Unit	TOTAL QTY.	UNIT RATE Rs.	TOTAL AMOUNT (in Indian Rupees) In Figures	TOTAL AMOUNT (in Indian Rupees) In Words
1	Unloading, verification, storage of C&I materials.	Metric Ton	700			
2	Restacking of C&I materials.	Metric Ton	250			
3	Supervisor-cum-Store Keeper	Man Month	36			
4	Unskilled Labour (Two Nos. to assist in Store / Office Management and One No. to be employed as Helper in Guest house)	Man Month	108			
	Grand Total					

Grand Total in Words

.....

Date :

(Signature of Bidder with seal)

Place:



NOTES: (These notes form part of Section - 4)

1. Bidders should quote for all the items in Rate Schedule. Non-compliance to this may lead to rejection of offer.
2. The Rates shall be entered in figures as well as in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of BHEL Engineer shall be final. All entries shall be in English language. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
3. Bidder's GRAND Total price shall be considered for evaluation unless stated otherwise.
4. Depending upon the work load, the man power may vary per month. Bidder to provide man power as needed by BHEL Site Engineer.

(Signature of the Bidder with Seal)

Place:

Date: