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Bharat Heavy Electricals Limited
[A Government of India Undertaking]
Seamless Steel Tube Plant, Tiruchirappalli- 620 014.

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CONTRACTS / MATERIALS MANAGEMENT
Tender No:SSTP:CONT:OT:14-15/001E...dt.20.08.2014
NOTICE INVITING TENDER (NIT)
FOR
AMC for periodic maintenance
and
servicing of 10KVA UPS

Sealed Tenders are hereby invited from experienced, reliable, resourceful, financially sound Works Contractors having Manpower and other resources of their own for " **AMC FOR PERIODIC MAINTENANCE AND SERVICING OF 10 KVA UPS AT SSTP, BHEL, TRICHY-14** on Contract basis for a period of **one Year**.

The bidders are advised to go through the terms & conditions and Tender schedules enclosed carefully before submitting their quotations.

Last Date/Time for receipt of Tender : **03.09.2014 / 14.30 Hrs.**
Date/Time of opening : **03.09.2014 / 15.00 Hrs.**

The bidders may contact Senior Manager / Contracts / SSTP, Bharat Heavy Electricals Limited, Thiruchirapalli – 620014 at [0431-2578426](tel:0431-2578426) or his office ([0431-2578563](tel:0431-2578563)), for any clarification required in this regard.

This Tender enquiry comprises the following documents:-

- 1 **This Covering letter of NIT - SSTP:CONT:OT:14-15/001E dt.20.08.2014.**
- 2 **Scope of work - Annexure - I**
- 3 **General Conditions - Annexure - II**
- 4 **General Conditions of safety - Annexure - III**
- 5 **Special terms and conditions - Annexure - IV**
- 6 **Price bid- Annexure - V**

This is only request for an Offer and not a Contract.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- (c) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (d) Rates should be quoted as per the Work/Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final.

- (f) The Tender Documents must be signed separately and legibly by Partner /Director of the Firm or by the Person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self attested must accompany the proprietor or partner.
- (g) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, then BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (j) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (k) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (l) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (m) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted. In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

for Bharat Heavy Electricals Ltd.

**(C.SUBRAMANIA BARATHIAR)
Senior Manager / Contracts,
Materials Management / SSTP,
BHEL, Trichy-620014.**



Tender No:SSTP:CONT:OT:14-15/001E...dt.20.08.2014

ANNEXURE - I

SCOPE OF WORK

- 1** Supplier's service personnel should visit the installation sites for periodic preventive maintenance checkup of the UPS system once in a six months
- 2** Apart from the periodic preventive maintenance visits, all breakdown calls on the systems should be covered under AMC and the same shall be attended
- 3** Supplier's service personnel should be present at the site within 24 hours from intimation of any breakdown on the system
- 4** This AMC is applicable for 2 no.s of numeric make UPS system with serial no.s IV121111942 and IV121111943
- 5** During the preventive maintenance check UPS, the system has to be cleaned and general performance has to be checked
- 6** Cost of all spares that are replaced in the UPS systems will be covered under this comprehensive annual maintenance scheme
- 7** Supplier's service personnel should follow the safety rules of SSTP/BHEL

Place:

Date:

**Signature of the Tenderer
with seal & full address...**



ANNEXURE - II
GENERAL CONDITIONS

1. DEFINITIONS

Throughout these conditions and in the specifications the terms:

- (a) "THE CONTRACTEE" means the Bharat Heavy Electricals Limited" acting through the 'General Manager, Seamless Steel Tube Plant, Tiruchirappalli – 620 014. Unless the context otherwise provides.
- (b) "THE CONTRACTOR" means the person, firm or company with whom the order for the WORKS is placed and shall be deemed to include the Contractor's successors (approved by the Contractee) representatives, heirs executors and administrators as the case may be unless excluded by the terms of the
- (c) "DRAWINGS" means the drawings exhibited or provided for the guidance of the Contractor.

2. EXECUTIONS

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contract, or the Inspectin – Officer who shall have power to reject any of the works of which he may disapprove: and his decision thereon and any question as to the true intent and meaning of the specifications f drawing of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alteration if any to be made during the progress of works and should these alterations be such that either party to the contract considers an alteration in the charges justified, such alteration shall not be carried out until amended by the Contractee. Should the Contractor proceed to carryout work without obtaining the consent of the Contractee in writing to amended cost for the alteration works, the Contractor shall be deemed to have agreed to execute alteration works at such charges as may be considered responsible by the Contractee.

3. FORCE MAJEURE

If at any time during the continuance of this Contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, act of public enemy civil commotions, sabotage, fires, floods, explosions, epidemic, quarantine restriction or acts of GOD (herein referred to as events) then provided the notice of the happening of any such events is given by either party to other party within 21 (Twenty one) days front he date of occurrence thereof, either party shall be reason of such event not be an titled 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 delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision to the Contractee as to whether the delivers, have been so resumed or not shall be final and conclusive. 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 shall be granted for periods considered reasonable by the Contractee subject to prompt notification by the Contractor to the Contractee of the particulars of the events and supply to the Contractee if required of any supporting evidence. Any waiver of time in respect of any supporting evidence. Any waiver of time in respect of partial installments shall not be deemed to be a waiver of time in respect of remaining deliveries.

4. TERMINATION OF CONTRACT:

If as a result of difficulty in procurement of raw materials or due to force majeure reasons or any other reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the Contractee, extension of time may be granted by the Contractee to the extent considered necessary Should there be delay in supply beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing the works elsewhere at the cost and risk of the Contractor.

Place:

Date:

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5. INTERPRETATION

Any dispute or difference of opinion in respect of the interpretation, effect or application of this particular Condition of the Contract or of the amount recoverable hereunder from the contractor shall be decided by the Contractee and the decision shall be final and conclusive.

6. ARBITRATION

In the event or any question of dispute arising under these conditions or in connection with this contract. (Except as to any matters) the decision of which is specially provided for in these conditions the matter in dispute shall be referred to two arbitrators, one to be nominated by the Contractee and one to be nominated by the Contractor, or in the case of said arbitrators not agreeing then to an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitrators or in the event of their not agreeing the decision of the said number shall be final and conclusive and the provisions of the Indian Arbitration Act. 1940 and the rules there under and any statutory notification thereof shall be deemed to apply to and be incorporated in the Contract. The Venue of any such arbitration shall be in Tiruchirapalli (Tamil Nadu).

7. BOOK EXAMINATION CLAUSE

(i) The Contractor shall, whenever required produce or cause to be produced or examination by any officer of the contractee, authorize in that behalf any cost of other account book or account voucher, receipt letter, memorandum, paper or writing or any copy of extract from any such document and also furnish information and returns verified in such a manners may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract(the decision of such officer of the contractee on question or relevancy of any documents, information of return being final and binding on the Parties) The obligation imposed by this clause is without prejudice to the obligation of the contract / or under any statute rules or orders binding the contractor.

(ii) The contractor shall if the authorized officer or the contractee so requires (whether before or after the prices have been finally fixed) afford facilities to the officer of the contractee concerned to visit the Contractor's Works for the purpose of examining the process of manufacture and estimate or ascertaining the cost of production of the articles, if any portion of the work be carried out by a Sub – Contractor or any subsidiary or a allied Firm or Company, the authorized officer of the contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied Firm or Company shall be open to his inspection.

8. SET – OFF CLAUSES

Payment shall be subject to the deduction of any amount for which the Contractor is liable under this Contract, or any contract in respect of which Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Tamilnadu is the Contractee.

9. DELAYED EXECUTION, FAILURE AND TERMINATION OF CONTRACT

The time for and the date of delivery of work stipulated shall be deemed to be essence of the contract and delivery must be completed not later than the date as specified if the contractor fails to deliver the equipments or installments there of within the period fixed for such delivery or at any time repudiate the contractee may recover damaged for breach of contract as under.

(i) Recover from the contractor as agreed Liquidated damages a sum equivalent to ½ % per week, of the work value, for the work delayed or part thereof where delivery for each work is accepted after the expiry of the delivery period.

(ii) Sub – contract the work elsewhere without notice to the contractor on the account and at the risk of contractor the work not so delivered without cancelling the contract in respect of installments of work not yet due for delivery.

(iii) Cancel the contract or a portion thereof and if so desired sub – contract the work elsewhere at the risk and cost of the contractor.

(iv) Contractee will have no liability to any stoppage in the work resulting in the labour of the contractor being idle either due to the above mentioned work or break down of the erection equipments tools and tackless to be supplied by BHEL, if any or due to other causes arising from the manner of executing the work.

10. LAWS GOVERNING THE CONTRACT:

(i) This Contract shall be governed by the Indian Laws for the time being in force.

(ii) irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made the place at which the acceptance of the tender has been issued.

11. JURISDICTION FOT HE COURT:

The courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide dispute arising out of or in respect of this contract.

12. OTHER CONDITIONS

(i) While executing the said work the contractor shall adhere to safety regulations and provide safety measures as per the enclosed annexure the violation of this will lead to punitive action on the contractor.

(ii) The contractor is required to get endorsement by the security at SSTP Main Gate for the entry of each material covered under the contractors scope of supply and the same is to be submitted along with the bill for processing the same.

Place:

Date:

Signature of the Tenderer
with seal & full address...



ANNEXURE - III

General conditions of safety.

- 1 The contractor should follow all the safety rules and instructions issued by the management from time to time.
- 2 All the contract workmen must be briefed about their work nature and hazards involved, in advance.
- 3 The Contractor shall provide all safety devices and personal protective equipment to their workmen at their cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- 4 All electrical appliances must be provided with earthing arrangement
- 5 Portable grinders must have guard.
- 6 All the hand tools must be in a good condition.
- 7 Material handling activities should be done only by competent / experienced persons.
- 8 **NOTICES OF ACCIDENTS:** In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen"s Compensation of accident as per the Act.
- 9 In case of accidents, injured person must be referred to outfield Medical Centre for First Aid treatment.The supervisor or the Contractor should accompany the injured person along with injury report or letter from respective department.
- 10 Fire precaution must be strictly adhered to.
- 11 Any untoward incident should be reported to Safety Engineering Department immediately.
- 12 Women worker are not allowed to work after 6 PM
- 13 Ensuring proper lashing of the components while being transported in vehicles.
- 14 The vehicle must have side supports or have body to support the materials conveyed.
- 15 Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
- 16 Materials should not be allowed to extend or overflow over the sides of the vehicle.
- 17 Driver must have the proper licence.
- 18 Vehicle must not be over-loaded than the prescribed.
- 19 Red flags and lights for parts projecting form the body of the vehicles must be provided.
- 20 The speed restriction within the factory premises must be strictly adhered to.
- 21 The gas cylinders must always be handled on trolleys or kept tied down when not in use. They should never be rolled or used as roller for conveying. They should not be used without regulators. The gas cylinders should not be left on the roads or at work centre after completion of work.
- 22 Gas cylinders with proper caps only will be allowed inside the factory for works.
- 23 All excavations must be barricaded and red lamps must be provided.
- 24 The Contractor and his workmen should cover under Employees State Insurance Scheme in addition to other insurance benefits.
- 25 Contractors should engage workers of age of 18 years and above.
- 26 **HOUSE KEEPING**
 - a) The Contractors must try to kept their work areas neat and clean.
 - b) All unwanted materials should be removed then and there.
 - c) The work area must be made clean after completion of work.
 - d) The waste and other scrap materials should be put into the respective bins.
 - e) The drying of personal clothing inside the plant it prohibited.

Place:

Date:

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27 PERMIT SYSTEM

- a) Working above 3 meter elevavtion is considered as WORKING AT ELEVATION for which proper care has to be taken y the contractor for the safety of their crew. Necessary safety belt or life line, working platform with toe – board and handrail should be provided for continuous working at heights.
- b) Before starting the work at height (above 3 mtrs), the Contractor must obtain permit to work from all the agencies concerred including Safety Engineering Department.
- c) Before entering into confined space, a clearance should be obtained from Safety Engineering Department. Such work should be carried out in the presence of a responsible person.
- c) While carrying out welding or gas cutting work inside cellars and tunnels, Fire Service section should be kept informed.
- d) The contract workmen should not be allowed to enter hazardous and prohibited areas without permission from respective department.

Place:

Date:

**Signature of the Tenderer
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Annexure - IV

SPECIAL TERMS AND CONDITIONS OF Enquiry

- 1 The Contractor shall in respect of personnel employed by him either directly or through subContractors, comply with or cause to be complied with following statutory provisions and rules and regulations in regard to all matters provided therein. a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules including Tamil Nadu Contract Labour Rules 1975, b) The minimum wages Act 1948 and the related rules including Minimum wages act of Government of Tamil Nadu, c) The payment of wages Act 1936 and the related rules, d) The Factories Act 1948 and related Tamil Nadu Rules.e) The Employees' Provident Fund & Miscellaneous provisions Act 1952, f) The Employees State Insurance Act 1948, g) Workmen Compensation Act 1923, h) Payment of Bonus Act 1965, i) Maternity Benefit Act, 1961, j) Payment of Gratuity Act, 1972, k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act,1979, l) Equal Remuneration Act,1976, m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel), n) The Industrial Disputes Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.
- 2 Contractor should have separate Registration Code No. for ESI & EPF. Documentary evidences (Xerox copies – attested) for PF, ESI registration etc., should be furnished without which it will not be taken into account.
- 3 The contractor shall ensure that all his workmen are covered under the Employee"s State Insurance Act and produce to BHEL such Registration Number / Enrolment Number before executing the contract work.
- 4 The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the BHEL Management before taking up the work.
- 5 The contractor should maintain a Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
- 6 The contractor may be called upon any time with in the contract period. Contractor must be willing to work at any time including Sundays and Holidays. For which advance intimation will be given one day prior to Holiday / Sunday.
- 7 The contractor shall get the contract labour engaged by them insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen"s Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)
- 8 SSTP/BHEL, Trichy reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
- 9 Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account.
- 10 If a Contractor withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.

Place:
Date:

Signature of the Tenderer
with seal & full address...

- 11 Service tax / works contract taxes / VAT if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be Considered as 'all inclusive'.
- 12 The proof of execution of work should be submitted along with each bill (in Triplicate) (printed form with covering letter and proof for execution of work) and Payment will be made only on the submission of necessary certificate duly signed by area Executive / officer.
- 13 The Minimum Wages as prescribed by the State Government and Central govt. from time to time and an additional Payment of Rs.3200/3700/4100 for unskilled/semiskilled/skilled workers respectively, as per BHEL Corporate Guidelines should be paid to the contract Workers. The Wages and Attendance Registers should be produced to Welfare Section every month.
- 14 The copy of disbursement of salary statement of the workers duly certified by the area in-charge / officer and the related Challans for the remittance of PF@13.61% and ESI @ 4.75% contribution of the workers engaged by the contractor along with the Contractor's contribution should be submitted every month to the Contract Cell of the Personnel Welfare Department.
- 15 Bonus @ 8.33% (minimum) of the total wages is to be paid to all the contract workmen.
- 16 Payment will be effected for 90% after successful completion of the subject work on pro rata basis and 10% will be with held towards balance 50 % of security deposit. Security deposit will be refundable after 30 days of work completion after recovery if any.
- 17 Payment will be made on monthly basis. For this purpose, a LOG BOOK should be maintained by the Contractor, and the signature should be obtained daily (Shift wise) from the Shop-in-charge / Authorised Executive of User Area. The User Area will certify the Work (Xerox copy of Log-Book to be enclosed) as per the contract to enable MM / contracts to forward the bill on monthly basis on verification to Accounts department for payment. Taxes, if any will be recovered from the bills at sources.
- 18 **E – PAYMENT** : With the advent of electronic mode of funds transfer for effecting payments, we request you to fill up the format attached and get it endorsed by your banker and submit to us as to release the payment thro' RTGS.
- 19 **EMD (Earnest Money Deposit)** in the form of Demand Draft in favour of "BHEL Trichy", payable at SBI Kailasapuram, Trichy-14, shall be enclosed along with the Quotation. Offer without EMD is liable for Rejection. EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- 21 **REFUND OF SECURITY DEPOSIT** : The Security Deposit mentioned above may be refunded to the Contractor, after 30 days of work completion / Guarantee period if any. For that, the contractor shall submit a claim letter stating the balance SD amount to be received, along with “NO DUE CERTIFICATE“ duly signed by area Executive / officer.
- 22 Contractors should quote for all enquiry items, other wise it is liable for rejection. All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned. Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final.

Place:

Date:

Signature of the Tenderer
with seal & full address...



Annexure - V

PRICE BID

Sl.No.	Description Of Work	UNIT OF MEASUREMENT	QTY	RATE PER UNIT IN Rs.*	
				IN FIGURES	IN WORDS
1	AMC for Periodic maintenance and servicing of 10KVA UPS	NOS	2		

*The rate per unit is the AMC charges for one UPS for one year.

Place:

Date:

Signature of the Tenderer
with seal & full address...