



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT

RUDRAPUR

**TENDER FOR 'SUPPLY INSTALLATION, TESTING &
COMMISSIONING OF HIGH MAST LIGHTING SYSTEM'**

TENDER ENQUIRY NO: BHE/RU/MNT/2013-14/02

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

COMPONENT FABRICATION PLANT

RUDRAPUR

Annexure-X

Qualification criteria for Bidders:**(Work: Supply, installation, testing and commissioning of HIGH MAST LIGHTS)**

SI	Qualification Criteria	Document Required to be enclosed	Response of the Bidders
1	Bidder should be Govt. approved A class / B Class Electrical Contractor for working	valid copy of A/B class license	
2	Bidder should have experience of similar type of work carried out successfully during the last three years ending on 31.03.2013 one of the following: (a) Three similar works costing not less than the amount equal to Rs. 5.0 Lakhs OR (b) Two Similar works costing not less than the amount equal to Rs. 7.5 Lakhs OR (c) One Similar work costing not less than the amount equal to Rs. 14.5 Lakhs	Copies of completion certificates/work orders	
3	Bidder should not be banned for business dealings by any unit of BHEL	-----	
4	Bidder should be financially sound and should have achieved an average financial turnover of minimum Rs.7.5 Lakhs per year over three consecutive financial years ending on 31.03.13	Copies of audited profit & loss accounts accompanied by relevant schedules for turnover figures	
5	Bidder should have valid PF & ESI code	Copies of valid PF & ESI code	

Sub:Specification for 'High Mast Lights'

Annexure-I

Sl.	Description	Specification	Offer
I	Pole	--	--
1	Material	Hot Dip galvenised steel	
2	Height	12-13 meters(Above ground level)	
3	Bottom Diameter(outer)	300-400 mm	
4	Top Diameter(outer)	80-120 mm	
5	Thicknes	minimum 3 mm	
6	Base Plate	To be Compatible with high mast pole	
II	Lantern carriage/Lumeneries/ Lamp	--	--
1	Luminary Carriage capacity	6 nos. luminaries of 2X250 W capacity	
2	Diameter of carriage	min. 500 mm	
3	Raising/ Lowering system	Manual system and 3 wire rope (SS wire) motorised system along with control panal & all acceseries like trailing cable, compensating Disc, L-stopper(3 Nos.) Etc.	
4	Junction Box	MS GI	
5	Luminaries	Suitable for 2x250W lamps. Make of luminary: Bajaj / Surya / CG / Wipro / Phillips make	
6	Lamps	2x250W per luminary. Make of lamps: Bajaj / Surya / CG / Wipro / Phillips make	
III	Aviation Obstruction light	Double dome GLS type	
IV	Make	High Mast Lighting system and accessories should be of Bajaj / Surya / CG / Wipro / Phillips make	

Note: Bidders to enclose technical leaflet for the model /make offered

Signature with Stamp

Scope of Work:

(Work: Supply Installation, testing & Commissioning of High Mast Lighting system)

1. Complete Supply, installation, testing and commissioning of HIGH MAST LIGHTS as per specification(Annexure-I) at BHEL, Rudrapur works at identified location.
2. Civil work including digging of earth(2.5 ft deep), laying & connection of cable(complete cable length and connectors at source end shall be provided by BHEL)from supply source to high mast shall be in contractor's scope.
3. Supply of foundation Material, Bolts, Fasteners etc. required for Installation shall be in contractor's scope.
4. Suitable operating handle for 'manual system' should be provided for raising and lowering of lantern carriage.
5. Providing and installation of Lightning arrester with earth spikes alongwith complete earthing system with High Mast Lighting system shall be in contractor's scope.
6. Outdoor Feeder pillar box should be provided.
7. Removal of existing light pole with luminaries from canteen junction and re-installation & commissioning of the same at Raw Material Storage Area within BHEL premises.
8. Any other work not specified above but required to carry out / complete the installation & commissioning work

Note: Bidders are advised to visit BHEL, Rudrapur works for understanding nature of work and to familiarize itself of the site, nature & quantum of work and working conditions within BHEL, before submitting quotation against this tender.

Annexure-III

Terms & Conditions:

(Work: Supply Installation, testing & Commissioning of High Mast Lighting system)

1. Sealed Bids is to be submitted in two parts viz., Techno-commercial bid and Price Bid in separate envelopes as follows:
 - (a) **Technocommercial bids** shall consist of Annexure-I, Annexure-II, Annexure-III, Annexure-IV & unpriced copy of Price bid format(Annexure-V) and Annexure-X(with enclosures) duly signed & stamped on all pages and sealed in one envelope and superscribed as '**Supply Installation, testing & Commissioning of High Mast Lighting System**'.
 - (b) **Price bid** shall consist of only Annexure-V duly filled(priced), signed & stamped and enclosed in a separate envelope and superscribed as 'Price bid for '**Supply Installation, testing & Commissioning of High Mast Lighting system**'. Conditional price bids are liable to be rejected. Both the sealed envelopes stated at (a) & (b) are to be again put in one big envelop and superscribed as "Tender for Techno-commercial & Price Bid for '**Supply Installation, testing & Commissioning of High Mast Lighting system**' due date _____.

Note: Offers not found in line with the cl.1. are liable to be rejected.
2. **Earnest Money Deposit(EMD):** The bidders are required to submit an EMD of **Rs. 40000.00** alongwith its offer in form of Cash against receipt or DD in favour of BHEL payable at Rudrapur. EMD shall not carry any interest
Note: Offers without EMD shall be rejected. EMD by the tenderer shall be forfeited if (i) after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,(ii) the tenderer does not commence the work within 15 days after ward of work.
3. **Security Deposit(S.D):** The successful contractor has to deposit an interest free S.D. with BHEL before start of work as per following rate of contract value:
 - (a) Upto Rs. 10 lakhs : 10%
 - (b) Above Rs.10 Lakhs upto Rs. 50 Lakhs: Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs

The S.D. shall be refunded after satisfactory completion of work and completion of warranty period as stated at cl.6 after recovery of dues to BHEL, non-deposit of statutory dues etc.(if any).
4. **All material supplied should be specified / approved make. Contractor is required to submit original product bills alongwith material supply challan.**
5. **Guarantee/Warranty:** Complete material supply and work carried out by the contractor shall be guaranteed against manufacturing defect and workmanship for installation & commissioning for a period of **one year** and shall be rectified/replaced(as required) free of cost during the guarantee/warranty period.
5. **Payment terms:** 100% Payment towards work satisfactorily executed will be made as per WAM-7(Final A/c bill) to the contractor based on the joint measurement of work at site through e-payment to contractor's account within 45 days of submission of bill alongwith details of work duly verified from BHEL. All payments will be subject to the deduction of income tax at source and service tax as per applicable rules. Service tax if charged should be mentioned separately on the bills.

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6. **The bidders are advised to visit BHEL, Rudrapur works for understanding nature of work and to familiarize itself of the site, nature & quantum of work and working conditions within BHEL, before submitting quotation against this tender.**
7. Work is to be executed strictly as per BHEL instructions & priority. The no. of persons and duration engaged for any specific work shall be the discretion of contractor. However, the contractor shall intimate beforehand, the details of persons being engaged by it for working at BHEL premises.
8. The work completed in all respect shall be kept under observation for proper workmanship for 06 months period from the date of completion of work in all respect. Any defect detected/arises out of poor workmanship during the observation period shall have to be rectified by the contractor free of cost.
9. **L-1 party shall be decided on overall L-1 offer based on the estimated quantum of work as mentioned in price bid at annexure-V.**
10. Material(cable, fittings, cable box, spares etc.) required for the rectification of lights shall be provided by BHEL. All material for civil work and arrangement required in erection/shifting of poles shall be arranged by the contractor.
11. The contractor shall arrange the labour, equipments, ladders, tools & tackles as may be required for carry out the work on its own.
12. The offer submitted by the bidder should have a validity period of minimum 90 days.
13. **Schedule of completion of work:** The schedule of completion of work shall be **45 days** from the date of award of work.
14. **Risk Purchase:** In case of failure on part of Contractor to execute the work within the specified period, BHEL reserves the right to get it executed from market or any other source at the risk and cost of Contractor. BHEL reserves to deduct the amount from the bills of Contractor and pay to the agency/source so engaged. The contractor may apply with reasonable justification, for extension of time and obtain extension from BHEL in writing before expiry of scheduled completion date of work. BHEL may or may not, at its discretion, give any extension after review of subcontractor's application and mere submission of application for extension shall not absolve the sub-contractor of its obligation to complete the work within scheduled time or liable to be penalised for delay unless time extension is provided by BHEL.
15. Contractor has to essentially follow 'Contractor's Obligations' as per Annexure-IV.
16. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under the contract.
17. The contractor is expected to take all necessary precautions for safe working by its persons. BHEL shall not be liable for any compensation to contractor/its person for any injury/casualty to contractor's person caused as a result of incident/accident during the period of the contract.
18. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at BHEL premises under the contract. The persons engaged by the contractor should not have any criminal record/or involved in any activity subversive of law and order. The contractor shall be liable to compensate for any damage to person/property of BHEL/third party by its person(s) within BHEL premises.

Contd..3..

19. 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.
20. **BHEL reserves the following rights:**
- (a) To accept/reject any or all tenders without assigning any reason therefor.
 - (b) To reduce the quantity of/cancel, the installation of 'High Mast Lighting system' at any stage.
 - (c) To enter into contract with more than one contractor.
 - (d) To go for reverse auction for deciding L-1 offer instead of price bids submitted by the bidders
21. Notwithstanding anything contained in the agreement, the contract may be terminated by BHEL as a result of unsatisfactory services by the contractor by giving a notice of one week to the contractor.
22. 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 thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by Head of Unit(BHEL, Rudrapur) The award of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Rudarpur 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 Rudrapur courts.
23. Detailed tender document can be obtained by submitting a non-refundable tender fee of Rs.150.00 through post/courier or Rs.100.00 by hand from the office of the undersigned by cash, demand draft/bankers cheque drawn in favour of BHEL, payable at Rudrapur. Tender documents can also be downloaded from BHEL website www.bhel.com. Bidders should enclose requisite tender fee Rs. 100.00 alongwith their offer, if downloaded from website.

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL:

- a) 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.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor shall issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card / Identity card with photograph, duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietor/partnership firm/Company, place of work, Contract No. and duration of validity of Card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the Contractor will replace such employee(s) immediately.
- h) Contractor shall 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.
- i) 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.
- j) Contractor shall provide safety appliances and safety shoes to his employees. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The Contractor to provide a distinct uniform different from BHEL employees. The uniform should have logo of Contractor's firm / Company. The uniform should be kept in neat, tidy and wearable condition. Wherever necessary, cap should be integral part of the uniform.
- l) Contractor shall ensure that all precautions are taken for safety of his employees and equipments.
- m) 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 the services of his employees, he should settle all terminal dues including retrenchment compensation.

- n) 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 shall take insurance policy of his men, material, equipments and tools & tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

B) TOWARDS STATUTORY LIABILITY:

- a) All statutory requirements under;
 - Minimum Wages Act, 1948
 - Payment of Wages Act, 1936,
 - Workmen Compensation Act, 1923,
 - EPF and 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
- b) 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.
- c) Contractor shall ensure payment of statutorily 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 atleast 3 years and should be made available even after the contract is over for any verification be the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI , pension dues under EPF and MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.
- f) 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. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF and MP Act, ESI Act etc.
- i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions 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.

- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
- l) Contractor to obtain insurance cover for his employees / equipments / tools & tackles etc., and take 3rd 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.
- m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on 2nd or 3rd shift, overtime, Sundays or on other declared holidays without prior written permission.
- q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, prov
- r) Provision of crèche facility, grant of maternity leave as per rules etc.
- s) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence of the authorities / representative of contract operating division who shall record under his signature at the end of entries in the Register of Wages.
- t) Contractor to obtain license under CL(R&A) Act, 1970

Sub: Format of Price Bid

Work: Supply Installation, testing & Commissioning of High Mast Lighting system

Sl.	Description	Unit	QTY.	Offered Rate(Rs.)	Amount(Rs.)
1	Supply Installation, testing & Commissioning of High Mast Lighting system as per specification(ref. Annexure-I) & Scope of Work(ref. Annexure-II)	set	4		
2	Removing of existing light pole from canteen junction and re-installation & commissioning at new location (ref. Annexure-II sl.7)	no.	1		
3	Digging for laying of cable(cable to be provided by BHEL) and electrical connections	mtrs.	200		
4	Taxes(if any- pl. mention)	-	-		
Total all inclusive cost(Rs.)					

Note: The offer submitted by the bidder should have a validity period of minimum 90 days from the date of opening of techno-commercial bid(Ref:Cl.12 of Annexure-III).

Undertaking by the bidder:

We have read and understood the Specification, scope and all terms & conditions of tender enquiry and submitted the offer accordingly.

Signature of bidder with stamp