



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Human Resource Development Institute
PURCHASE DEPARTMENT

By COURIER SERVICE

Please Quote TENDER ENQUIRY No in all correspondence

TENDER ENQUIRY

Tender Enquiry Ref. No: MG/RG/PUR/001

Date: 06-12-2013

Tender Submission Date Latest by: 30-12-2013 (01:00PM)

Tender Opening Date: 30-12-2013 (04:00PM)

M/s

Sub: Providing Cable TV Connectivity Work for 02 years at BHEL/HRDI, Noida

Dear Sir/Madam,

Your most competitive rates are invited for Providing Cable TV Connectivity Services for a period of 2 years at BHEL/HRDI, Noida. Total 40 nos connections shall have to be provided as per Scope of Work/BOQ details enclosed at Annexures I-VI to this enquiry letter read in conjunction with the following which constitutes the tender documents in totality, duly sealed, so as to reach this office at HRDI Bldg at Noida on or before **30/12/2013 (01.00 PM)** in the manner explained below:

1. Scope of Works/BOQ/Price Format: **Annexure-I**
2. Pre-Qualifying Criteria & Special Conditions of Contract: **Annexure-II**
3. Channel List: **Annexure-III**
4. General Instruction to Bidders: **Annexure-IV**
5. General Terms & Conditions: **Annexure-V**
6. No Deviation Certificate: **Annexure-VI**

You are advised to visit our office at the address indicated below for inspection of the premises, layout etc, and your assessment prior to submission of your offer.

Procedure for submission of sealed tender:

The bidder must submit their Tender as required in separate covers prominently superscribed as:

Part-I, Cover-I EMD (Offer received without EMD will not be considered.)

Part-I, Cover-II: Techno Commercial Bid and

Part-II, Cover III: Price-Bid.

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

Part-I/ Cover-I: Earnest Money Deposit (EMD):

Only EMD of Rs. 10,000.00 (Rupees Ten Thousand only) in form of Demand Draft/ Banker's Cheque/ Pay order in favour of BHEL payable at New Delhi to be submitted in Part-I/ cover-I.

Cont- 2/....

Telephone: 0120-2416354 Fax: 0120-2515431, E-mail guptark@bhel.in, Home Pg. www.bhel.com

HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)

Regd. Office: BHEL House, Sirifort, New Delhi-110049



Bharat Heavy Electricals Limited
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Human Resource Development Institute
PURCHASE DEPARTMENT

Part-I/ Cover-II: Techno Commercial Bid:

No Deviation Certificate (Annexure –II) and documents as per pre-qualifying criteria (**Annexure –II**) along with original copy of tender document duly **signed and stamped on each page** as token of your acceptance to the tender conditions are to be submitted in Part-I/ cover-II.

Part-II/ Cover-III: Price-Bid:

Only price bid in the prescribed Price-Format as per Annexure-I is to be submitted in Part-II/ Cover-III.

These three separate covers (Cover I, II & III) shall together be enclosed in a separately sealed **fourth envelope** and this sealed cover shall also be superscribed with **Tender Name, Tender No., and Due Date & Time** and submitted to this office at the following address.

SR. MANAGER (HRD & ADMIN-PUR)
Bharat Heavy Electricals Limited
Human Resource Development Institute (HRDI)
HRD & ESI Building, Plot No.-25, Sector-16A,
NOIDA – 201301 (U.P.)

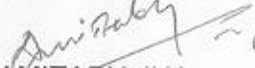
Your offer should reach this office latest by **1300 hrs on 30/12/2013**. **Part-I /cover-I of Tender (EMD) will be opened first at 1600 hrs on 30/12/2013** in presence of the representatives of the tenderers who choose to be present. Part-I/cover-II (Techno Commercial Bid), of only those bidders who's EMD has been received and found in order as per terms & conditions of this enquiry, will be opened thereafter on the same date **30/12/2013** itself. **Part-II/ Cover-III** of Tender (Price-Bid) of only those bidders whose EMD and Techno-Commercial bids are found in order, may be opened later, for which intimation will be sent separately.

The offers of the bidders who are on the banned list, as also the offer of the bidders who are engaged in the services of the banned firms shall be rejected. The list of banned firms available on BHEL website www.bhel.com.

BHEL reserves the right to accept or reject any tender without assigning any reasons thereof.

Thanking You

Yours faithfully,
(For and on behalf of BHEL)


AMITABH JHA
SR. MANAGER (HRD & ADMIN-PUR)

Encls:

1. Scope of Works/BOQ/Price Format: **Annexure-I**
2. Pre-Qualifying Criteria & Special Conditions of Contract: **Annexure-II**
3. Channel List: **Annexure-III**
4. General Instruction to Bidders: **Annexure-IV**
5. General Terms & Conditions: **Annexure-V**
6. No Deviation Certificate: **Annexure-VI**

Price Format for Providing Cable TV Connectivity

Sl. No.	Descriptions	Cable Connections (in nos.)	Monthly Charges per connection (INR)	Monthly Charges for 40 connections (INR)	Amount for 2 years (INR)
1.	Providing Round the Clock Cable TV Connectivity Services for the enclosed Channel List Annexure-III including cost of cable (if required), set top box, set top box stand (8mm glass on brass clip), cable laying & fixing Etc. complete in all respect in order to make all 40 connections ready to use including maintenance of the cable network along with set top box and remote control as & when required during the contract period at BHEL/HRDI, Noida.	40			
2.	Service Tax (in %age), if applicable as per IT acts		(in%age)		
3.	Total amount for 2 years, all inclusive				

**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:

Date:



Annexure-II

Pre-Qualifying Criteria & Special conditons of the contract

Special conditons of the contract

1. Bidder is required to provide "Minimum 250 channels as per Annexure -III and no extra payment will be payable for providing any additional channels" Bidder to confirm the same stating that " we will provide minimum 250 channels as per Annexure - III and no extra payment will be claimed for providing any additional channels.
2. Bidder to submit "No Deviation" certificate in Annexure -VI.
3. If necessary Bidders may inspect the premises to assess the quantum of materials required for the entire scope of work /services and quote accordingly. In case of submission of the quotation, it will be presumed that the bidder has understood the entire scope and quoted accordingly. Nothing extra will be payable on any account whatsoever later on.
4. Installation of all the equipment, internal cabling in the building and external cable TV connectivity cabling from service provider to HRDI Complex is in the bidder's scope. In case any equipment /cable is found defective during the three month service period, the same shall be replaced immediately at no extra cost to ensure un-interrupted services during the contract period.
5. All the equipment / tools etc. brought by the bidder during execution of the contract shall be entered in the main gate Security Cell "returnable register " for taking back the same after installation works /expiry of the contract.
6. All the wiring will be internal and no cable should hang outside the glass facade of the building.
7. In case of failure to provide cable TV connectivity, the same should be intimated immediately to BHEL representative. The duration for rectification will be mutually agreed upon & fixed and in case it exceeds the same, penalty will be invoked @ Rs.300. 00 per day.
8. If the services of the service provider is not satisfactory, BHEL reserves the right to terminate the contract and forfeit the Security Deposit with one week notice period.
9. **Payment Terms:** On receipt of invoice, Cheque /NEFT payment will be made within 30 days on **monthly basis** after duly certified by BHEL representative for satisfactory services rendered by the party.
10. The quoted rate shall be firm for a period of two years.

Pre-Qualifying Criteria for technical evaluation

1. The company should be in the business of Cable Network Service provide for last 3 year as on 01.10.2013
2. Copy of PAN Card
3. No Deviation Certificate (Annexure-VI)

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Sl. No.		Channel Name	Channel No.
1	GENERAL ENTERTAINMENT	UTV Star	1
2		Star Plus	2
3		Zee tv	3
4		Colours	4
5		Sony	5
6		SAB tv	6
7		Sahara One	7
8		Star Utsav	8
9		Doordarshan	9
10		Life Ok	10
11		Zee Smile	11
12		Channel V	12
13		DD India	13
14	HINDI MOVIES	B4U Movies	14
15		Set Max	15
16		ZEE Cinema	16
17		Star Gold	17
18		UTV Movies	18
19		Filmy	19
20		Movies OK	20
21		Zee Classic	21
22		UTV Action	22
23	ENGLISH MOVIES	CNN	23
24		Star Movies	24
25		PIX	25
26		HBO	26
27		Zee Studio	27
28		MGM	28
29		Movies now	29
30		Star World	30
31		Comedy Central	31
32	SPORTS	Ten Action	32
33		DD Sports	33
34		Neo Sports	34
35		ESPN	35
36		Star Cricket	36
37		Star Sports	37
38		Ten Sports	38
39		Ten Cricket	39

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40	Tender Enquiry Ref. No. MG/RG/PUR/009 Date: ...0.6/12/2013		Annexure-III, (2/7)
41		Channel Name	Channel No.
42	HINDI NEWS	TV 24	40
43		ABP News	41
44		NDTV India	42
45		India TV	43
46		Zee News	44
47		IBN 7	45
48		DD News	46
49		CNBC Awaaz	47
50		Zee Business	48
51		Aaj Tak	49
52		News 24	50
53		DD Rajyasabha	51
54		DD Loksabha	52
55		News Express	53
56		TV9 Mumbai	54
57		Zee News UP	55
58		Zee 24 Ghante Chatt.	56
59		INFOTAINMENT/LIFES TYLE	Discovery
60	National Geographic Channel		58
61	Animal Planet		59
62	Fox Traveller		60
63	DD Bharti		61
64	Zoom		62
65	Fashion Tv		63
66	E24		64
67	NDTV Good Times		65
68	History		66
69	TLC		67
70	AXN		68
71	Zee café		69
72	DD Gyandarshan		70
73	Discovery Science		71
74	Vyas		72
75	Nat Geo Wild		73
76	Discovery Turbo		74
77	Star CJ Alive		75
78	DEVOTIONAL	Aastha	76
79		Sanskaar	77
80		Paras	78

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81	Tender Enquiry Ref. No. MG/RG/PUR/009 Date: ...06.12/2013		Annexure-III, (3/7)	
82		Channel Name	Channel No.	
83	PUNJABI	PTC PUNJABI	79	
84		ZEE PUNJABI	80	
85		ETC PUNJABI	81	
86		PTC NEWS	82	
87		MH 1	83	
88		9X Tashan	84	
89		DD Punjabi	85	
90		PTC CHAK DE	86	
91		BHOJPURI	Mahua	87
92			SANGEET BHOJPURI	88
93	Dabangg		89	
94	Dangal		90	
95	Etv Bihar		91	
96	TAMIL	Mega music	92	
97		Sun News	93	
98		Star Vijay	94	
99		KTV	95	
100		Jaya TV	96	
101		Isai Aruvi	97	
102		Raj TV	98	
103		Kalaingar Senthinal	99	
104		NGC Tamil	100	
105		Hungama	101	
106		Cartoon Network	102	
107		Nick	103	
108		Disney XD	104	
109		ZEE TAMIL	105	
110		Chutti Tv	106	
111		SHRI SHANKARA (TAMIL FEED)	107	
112		Mega TV	108	
113		Jaya Max	109	

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114	Tender Enquiry Ref. No. MG/RG/PUR/009 Date: ... <i>2.6</i> ./12/2013		Annexure-III, (4/7)
115		Channel Name	Channel No.
116	TELUGU	Gemini Comedy	110
117		Etv Telegu	111
118		Zee Telegu	112
119		ETV2	113
120		TV9	114
121		Sakshi Tv	115
122		TV5	116
123		NTV	117
124		Cartoon	118
125		Hungama	119
126		SVBC	120
127		Bhakti Tv	121
128		ABN Andhra Jyoti	122
129		Zee 24 Ghantalu	123
130		Maa Movies	124
131	Gemini music	125	
132	KANNADA	Udaya TV	126
133		ETV Kannada	127
134		TV9 Kannada	128
135		Suvarna	129
136		Suvarna News 247	130
137		Kasturi	131
138		Zee Kannada	132
139		DD Chandana	133
140		SHRI SHANKARA	134
141		Udaya Movies	135
142		Udaya Comedy	136
143		Chintu TV	137
144		Udaya News	138
145	MALAYALAM	Jeevan	139
146		Asianet News	140
147		KAIRALI TV	141
148		AMRITA TV	142
149		MANORAMA NEWS	143
150		INDIAVISION NEWS	144
151		SHALOM TV	145
152		Asianet	146
153		ASIANET PLUS	147
154		DD MALAYALAM	148
155		MAZHAVIL MANORAMA	149
156	Surya TV	150	

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157	Tender Enquiry Ref. No. MG/RG/PUR/009 Date: ... 06/12/2013		Annexure-III, (5/7)
158		Channel Name	Channel No.
159	MARATHI	Mi Marathi	151
160		Zee Marathi	152
161		Star Pravah	153
162		Zee 24 Taas	154
163		Mee Marathi	155
164		Saam	156
165		Etv Marathi	157
166		Zee Talkies	158
167		ABP Majha	159
168		9X Jhakaas	160
169		IBN Lokmat	161
170	BENGALI	Channel10	162
171		Zee Bangla	163
172		Etv Bangla	164
173		ABP Ananda	165
174		Aakash Bangla	166
175		Star Jalsa	167
176		24 Ghante	168
177		Sangeet Bangla	169
178		NEWS TIME	170
179		Rupashi Bangla	171
180		Sony Aath	172
181		DD Bangla	173
182		Star Utsav (Bengali Feed)	174
183		CTVN	175
184	GUJRATI	ETV Gujarati	176
185		TV9 Gujarati	177
186		DD GIRNAR	178
187		VTV Gujarati	179
188		DD Gujrat	180
189	ORIYA	ETV ORIYA	181
190		OTV	182
191		Tarang	183
192		Tarang Music	184
193		Prarthana	185
194		MBC TV	186
195		DD Odiya	187
196	URDU	Etv Urdu	188
197		DD Urdu	189
198		DD Kashir	190

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199	Tender Enquiry Ref. No. MG/RG/PUR/009 Date: ...06/12/2013		Annexure-III, (6/7)
200		Channel Name	Channel No.
201	REGIONAL OTHERS	Nepal	191
202		Etv Rajasthan	192
203		Rang	193
204		DY 365	194
205		Etv UP	195
206		Etv MP	196
207		News Live	197
208		NEWS TIME ASSAM	198
209		NE TV	199
210		Tara Muzik	200
211		R Plus	201
212		SEA NEWS	202
213	KIDS	Boomerang	203
214		Cartoon Network	204
215		Hungama	205
216		Disney XD	206
217		Disney Cannel	207
218		Pogo	208
219		Discovery Kids	209
220		Disney junior	210
221		Animax	211
222		Nick	212
223	MUSIC	ETC	213
224		Channel V	214
225		MTV	215
226		VH1	216
227		ZING	217
228		MASTII	218
229		UTV Bindass	219
230		M Tunes	220
231		9XM	221
232		B4U MUSIC	222
233		9X O	223
234		Utv Stars	224
235		9X Jalwa	225
236		Sony Mix	226

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237	Tender Enquiry Ref. No. MG/RG/PUR/009 Date: ...06.112/2013		Annexure-III, (7/7)
238		Channel Name	Channel No.
239	ENGLISH NEWS	Times Now	227
240		NDTV 24X7	228
241		CNN IBN	229
242		Headlines Today	230
243		CNN	231
244		CNBC TV 18	232
245		NDTV Profit	233
246		ET NOW	234
247		BBC World	235
248		DISCOVERY	NGC Wild
249	DISCOVERY SCIENCE		237
250	DISCOVERY TURBO		238
251	INTERNATIONAL	Australia Network	239
252		DW TV	240
253		French 24	241
254		TV5 Monde	242
255		Aljazeera	243
256		Russia Today	244
257		CCTV	245
258		NHK	246
259	LOCAL CHANNEL	SITI Delhi	247
260		SVO	248
261		SITI Bhakti	249
262		SITI Haryanvi	250

Signature of the bidder
With Company Seal

Name:

Company's name:

Address:

Date:

[Handwritten Signature]

GENERAL INSTRUCTIONS TO TENDERERS.

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover superscribing the name of work as given in the tender notice.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or other authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the Drawings of the Tender documents issued are incomplete or shall require clarification on any of the technical aspect – scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor. No claim will be entertained later on ground of lack of knowledge.
7. Tenderers must fill up all the schedules and furnish all the required information as per the instructions in various sections of the Tender Specification the information furnished shall be complete by itself.
8. **EARNEST MONEY DEPOSIT (EMD):**

Every tender must be accompanied by the prescribed amount of Rs 10,000/- towards Earnest Money Deposit (EMD) either in Pay order or Demand Draft form in favour of BHEL payable at New Delhi.

 - 8.1 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
 - 8.2 The Earnest Money deposit of the successful tenderers shall be refunded/adjusted against Security Deposit, as the case may be.
 - 8.3 In case of unsuccessful tenderers, the Earnest Money will be refunded to them within 15 days after finalization of the tender without interest.
 - 8.4 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful tenderers:-



- a. After opening of Tender, revokes/withdraws his tender within the validity period revises/alters his earlier quoted rates/conditions.
- b. Fails to communicate unqualified acceptance of Letter of Intent.
- c. Fails to start the work as may be indicated in the Letter of Intent.

9. Tenderers must fill up **Deviation Statement** and **Price-Bid** separately.

10. The tenderers shall quote rates in **figures as well as in words**. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

11. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderers.

12. EVALUATION CRITERIA

Work will be awarded to overall L1 party.

13. VALIDITY OF OFFER:

THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A PERIOD OF **THREE MONTHS** FROM THE DATE OF OPENING OF TENDERS.

14. EXECUTION OF CONTRACT:

The successful tenderer's responsibility under this contract commences from the date of issue of the **Letter of Intent (LOI)** by **Bharat Heavy Electricals Limited**. The successful tenderer shall be required to complete the job within 90 days of placement of order.

15. SECURITY DEPOSIT (SD):

Upon acceptance of tender, the contractor within the time specified in the Letter of Intent/Work Order must deposit 10% of the Work Order Value as Security Deposit (SD) before start of the work. The Security Deposit shall remain valid till the expiry of the contract period without carrying any interest. The total amount of Security Deposit will be Rs. 1 Lakh plus 7.5% of the amount exceeding Rs. 10 Lakh of the value of work.

If the value of work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra amount of Security Deposit shall be immediately deposited by the contractor or recovered from payment due to him in the above manner. BHEL reserves the right of forfeitures of Security Deposit in addition to other claims and penalties in the contractual obligations or in the event of termination of contract as per terms and conditions of contract. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

16 **RETURN OF SECURITY DEPOSIT:**



If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/ released prior to passing of final bill and completion of guarantee period of one year from the date of completion of work.

Interest shall not be paid on Security Deposit or on any moneys due to the contractor.

17 REJECTION OF TENDER AND OTHER CONDITIONS:

17.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

a. To reject any or all of the tenders.

If tenderers expire after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

17.2 BHEL will not be bound by any power of Attorney granted by the tenderers or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

17.3 If the tenderers deliberately give wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money /Security Deposit/any other moneys due.

17.4 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.

17.5 Should a tenderer or contractor or in the case of a firm or Company of contractors/one or more of its partners/shareholders/directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money Deposit/Security Deposit.

17.6 The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

17.7 No Deviations to the tender condition will normally be accepted.

A handwritten signature in black ink, appearing to be 'Anand', is written over a horizontal line.

GENERAL TERMS & CONDITIONS

1. This tender specification as a whole furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover superscribing the name of work as given in the tender notice.
2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE NOTICE INVITING TENDER (NIT).
3. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. Tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or other authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications etc. indicated in the tender documents before quoting should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the Drawings of the Tender documents issued are incomplete or shall require clarification on any of the technical aspects – scope of work etc., he shall at once contact the authority inviting the tender for clarifications before submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work / environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
7. Tenderers must fill up all the schedules and furnish all the required information as per the instructions in various sections of the Tender Specification the information furnished shall be complete by itself.
8. Tenderers must fill up Deviation statement and price bid separately.
9. The tenderers shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
10. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderers.

11. EVALUATION CRITERIA



Work will be awarded to overall L1 party.

12. VALIDITY OF OFFER:

THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A PERIOD OF THREE MONTHS FROM THE DATE OF OPENING OF TENDERS.

13. EXECUTION OF CONTRACT:

The successful tenderers responsibility under this contract for 02 years commences from the date of receipt of Letter of Intent (LOI)/ Work Order by **Bharat Heavy Electricals Limited**.

14. SECURITY DEPOSIT:

14.1 Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

- Up to Rs. 10 Lakhs: 10%
- Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakh+7.5% of the amount exceeding Rs. 10 lakhs.

The security deposit shall be deposited by the successful tenderer before start of the work by him. The Security Deposit shall remain valid till 6 months from the date of completion of the work without carrying any interest. If the value of work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra amount of Security Deposit shall be immediately deposited by the contractor or recovered from payment due to him. BHEL reserves the right of forfeitures of Security Deposit in addition to other claims and penalties in the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

14.2 Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should held in name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from scheduled banks/Public Financial Institutions as defined in the Companies act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.



- vii) 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 collected before start of the work and the balance 50 % may be recovered from the running bills.

(Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit.)

- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.

- ix) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner of the collection of interest or renewal of the documents or in any other matter connected therewith).

15. RETURN OF SECURITY DEPOSIT:

Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered with the contractor. It may be noted that in no case the Security Deposit shall be refunded/ released prior to satisfactory completion and passing of final bill.

16. REJECTION OF TENDER AND OTHER CONDITIONS

- 16.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 16.2 To reject any or all of the tenders: If tenderers expire after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 16.3 BHEL will not be bound by any power of Attorney granted by the tenderers or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 16.4 If the tenderers deliberately give wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money /Security Deposit/any other moneys due.
- 16.5 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.



- 16.6 Should a tenderer or contractor or in the case of a firm or Company of contractors/one or more of its partners/shareholders/directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money Deposit/Security Deposit.
- 16.7 The successful tenderers should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 16.8 No deviations to the tender condition will normally be accepted.

17. MODE OF PAYMENT

- 17.1 Rates/Prices are to be quoted only on the Price Format **Annexure-I** and these shall be FIRM and fixed till the entire services completed. Rates/Prices should take into account all exacts & expenditure incidental to the services and Rates/Prices should be on **F.O.R. HRDI, at Noida basis.**
- 17.2 **Payment Terms:** Payments to the contractor shall be made by NEFT. Contractor shall be required to provide relevant details/documents for the same. On receipt of invoice, Cheque /NEFT payment will be made within 30 days on **monthly basis** after duly certified by BHEL representative for satisfactory services rendered by the party. Payment shall be released full & final after completion of work as mentioned in scope of work duly certified by authorized representative of BHEL. Payment will be as per the actual measurement of the work done. All statutory deductions shall be made by BHEL while releasing the payment.

18. RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor or any compensation.

- i. To get the work/services done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work/services as stipulated in the contract, poor quality of work/services, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work/services without written permission of BHEL, non-fulfillment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues.
- ii. To withdraw any portion of work/services and/ or to restrict/alter quantum of work/services as indicated in the contract during the progress of work/services and get it done through another agency and/ or by the departmental labor to suit BHEL's commitments.
- iii. To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work/services done through other agencies in addition to liquidated damages in the event of:



- a. Contractor's continued poor progress.
 - b. Withdrawal from or abandonment of the work/services before expiry of rate contract.
 - c. Corrupt act of the contractor.
 - d. Insolvency of the contractor.
 - e. Persistent disregard of the instructions of BHEL.
 - f. Assignment, transfer, subletting of the contract work/services without BHEL's written permission.
 - g. Non- fulfillment of any contractual obligations.
- iv. To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
 - v. To claim compensation for losses sustained including BHEL's supervision charges and overheads. In case of termination of contract by contractor, and to levy liquidated damages for delay in completion of work/services, penalty as per clause 2 of Annexure-VI.
 - vi. To determine the Contract or to restrict the quantum of work/services and pay for the portion of work/services done in case BHEL's contract with its customer is terminated for any reason.
 - vii. To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
 - viii. To restrict or increase the quantity and nature of work/services to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
 - ix. To deploy BHEL's skilled and semiskilled work/servicemen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
 - x. While every Endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work/services due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.
 - xi. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

19. CONSEQUENCES OF CANCELLATION

- i. Whenever BHEL exercise its authority to terminate the contract /withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of penalty as per relevant clauses.
- ii. In case BHEL completes the work under the provisions of this clause, the cost of such completion is to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and /or labour provided by BHEL

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with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

20. INSURANCE

- 20.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work. The work will be shall also insure his staff against accidents. Documentary evidence of insurance policy to be submitted to BHEL.
- 20.2 If due negligence and / or non - observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 20.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage / loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police investigation report shall be submitted to BHEL for taking up with insurance.

21. ARBITRATION

- i. Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination thereof shall be first settled amicably between the parties. In the event the disputes, controversies or claims cannot be settled amicably, the same shall be finally settled by Arbitration of 03 arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the two arbitrators (who shall act as the [residing arbitrator) in accordance with the Arbitration & Conciliation Act. 1996, India, and any statutory modifications thereof. The language to be used in the arbitral proceedings shall be English. The award of the arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be Delhi, India.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Vendor shall proceed with and continue with the performance of the work under the contract with due diligence and expedition in a professional manner.

- ii. The Contract shall be governed by the laws for the time being in force in the Republic of India. Subject to clause 21 (i) hereinabove, the Courts at Delhi, India shall have exclusive jurisdiction in respect of this contract.



Tender Enquiry Ref. No. MG/RG/PUR/009 Date: 06/12/2013

ANNEXURE-VI

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:

Date:

A handwritten signature in black ink, appearing to be "A. S. S. S.", written over a horizontal line.