



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Human Resource Development Institute

PURCHASE DEPARTMENT

Through Courier Services/e-mail/FAX

TENDER ENQUIRY

Please Quote TENDER ENQUIRY No. in all correspondence

Tender Enquiry ref. no. MG/RG/PUR/009

Date: 27/08/2014

M/s

COLLECTION OF TENDER DOCUMENT UPTO:		17.09.2014 (13:00 Hrs.)
PRE-BID MEETING:		11.09.2014 (11:00 Hrs.)
TENDER SUBMISSION DATE UPTO:		17.09.2014 (15:00 Hrs.)
TENDER OPENING DATE (PART – I):		17.09.2014 (16:00 Hrs.)

Sub: Round the Clock Operation and Maintenance for Electrical System at HRDI, Noida for Two Years

Dear Sir,

Most competitive rates are invited from reputed agencies, meeting the Pre-Qualifying Criteria prescribed hereinafter, for Round the Clock Operation and Maintenance for Electrical System for two years. You are requested to submit your sealed quotation so as to reach this office on or before **17.09.2014 (15:00 Hrs.)** in the manner explained below. Quotations received late are likely to be ignored. Part – I of the Tender will be opened in this office on **17.09.2014 (16:00 Hrs.)** in the presence of the representatives of the bidders who may choose to be present.

You are also requested to visit the site before submitting your quotation in order to accurately assess the quantum of services to be rendered and take them into account while quoting for enquiry. No subsequent claim for any reason whatsoever will be entertained by HRDI/BHEL and it will be deemed to have been included in the tender quotation.

Pre-Bid meeting has been scheduled at **11:00 Hrs. on 11.09.2014** in our office to clarify issues, if any with regards to the tender. All bidders are requested to attend this meeting.

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. 100,000/- (Rupees one lac only) in the form of Demand Draft/ Banker's Cheque/ Pay order in favour of BHEL payable at New Delhi to be placed in Part – I / cover-I.

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

Please submit all information on Pre-Qualifying Criteria as given in Annexure –I of the Tender document. Copies of documentary evidence as asked for, original copy of tender document

Telephone: 0120-2416209 Fax: 0120-2515431, E-mail abhisheka@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

Abhisheka



Bharat Heavy Electricals Limited

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PURCHASE DEPARTMENT

Tender Enquiry ref. no. MG/RG/PUR/009 Date: 27/08/2014

with unpriced copy duly signed & stamped on each page as token of your acceptance to the tender conditions. The cover to be properly sealed.

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

Only price bid in the prescribed Price-Formats as per Annexure- III should be enclosed in Part-II/ Cover-III, duly sealed.


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

Engineer (Purchase)
Bharat Heavy Electricals Limited
Human Resource Development Institute
HRD & ESI Building, Plot No.25, Sector – 16A,
NOIDA – 201301 (U.P.)

Your quotation should reach this office latest by **15:00 Hrs. on 17.09.2014**. Part-I will be opened first at **16:00 Hrs. on 17.09.2014** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or not in the prescribed formats are liable to be rejected. The Part-I/Cover-I containing EMD will be opened first. Part-I/Cover-II Techno Commercial Bid of only those bidders whose EMD is found in order will be opened later on the same day. Part-II /Cover-III Price-Bid of only those parties whose bids are found technically acceptable will be opened later, for which separate intimation will be sent in due course of time. However, BHEL, may finalize the tender through online reverse auction procedure i.e. online Bidding on Internet as per guidelines/process explained in Annexure-V.

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

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


Abhishek Arora
Engineer (Purchase)

Enclosures:-

1. Pre-Qualifying Criteria – Annexure I
2. Scope of work - Annexure II
3. Price Format - Annexure III
4. General Terms & Conditions - Annexure IV
5. Reverse Auction guidelines - Annexure V
6. No deviation certificate - Annexure VI

Telephone: 0120-2416209 Fax: 0120-2515431, E-mail abhisheka@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

PRE - QUALIFYING CRITERIA

i) Average Annual financial turnover during the last 3 years, ending 31st March of 2013 - 2014 should be at least Rs.10.24 Lacs.

ii) Experience of having successfully completed Contract of operation and maintenance or installation of 33KV or above Electrical System refer Section 1.1 under **Scope of Work** (Annexure-II) during last 7 years, ending 31st March of 2013 - 2014 to the one in which applications are invited should be either of the following: -

a. Three similar completed works costing not less than the amount equal to Rs.13.65 Lacs.

Or

b. Two similar completed works costing not less than the amount equal to Rs.17.10 Lacs.

Or

c. One similar completed work costing not less than the amount equal to Rs.27.30 Lacs.

d. Bidder should furnish copy of following.

- i) PAN No.
- ii) Service Tax Registration no.
- iii) PF Registration no.
- iv) ESI Registration no.
- v) Valid "A" Class License as on date.

Note: Documentary evidence in support of all the above said stated requirements are to be provided along with the Techno commercial Bid (Part II)

Owner reserves the right to ask the bidder/contractor to provide any or all of the original documents referred above at any time during bid evaluation, which bidder/ contractor has to comply. Failure to do so or furnishing of incorrect information will invite rejection of bid.



Annexure-II

SCOPE OF WORK

The scope of work shall include the operation and maintenance of 33 KV sub-station, parallel operation of four Nos. DG Sets and water pump house, etc. (refer Section-1 for Installation details) on 24 hour basis including on Sundays and holidays. The scope further includes repair and maintenance of electrical installations & plumbing works and fittings in the building and lawns. The details of services to be provided are listed under Section-2 i.e. Scope of services. All work, which is incidental for satisfactory completion of job, shall be part of the scope of work, without specific mention in Section – 2.

Any operation and maintenance work, though not specifically detailed out in this document, but needed for efficient and smooth operation and maintenance of the electrical, plumbing and other installations under contractor's scope shall also be deemed to be included in the scope of the bidder.

Note: - Major maintenance requiring dis-assembly of the equipment/system / DG overhauling is however excluded.

Section – 1**1.1 INSTALLATION DETAILS:**

- (1) 33 KV DO / GO SWITCH
- (2) 33 KV SWITCH YARD
 - (a) Current Transformers (CT)
 - (b) Potential Transformers (PT)
 - (c) Isolators
 - (d) Lightning Arrestors
 - (e) Insulator
 - (f) Steel Structures
 - (g) 33 KV Vacuum Circuit Breaker (VCB)
 - (h) 630 KVA, 33KV / 0.433 KV, oil filled Kanohar make Transformer.
 - (i) 1600 KVA, 33 KV / 433 Volt Dry Type Transformer BHEL make.
 - (j) HT Control Panel
- (3) Electrical room with following equipments:
 - (a) LT Panel with 5 Nos. LT Circuit Breaker
 - (b) Relay Panel
 - (c) LTTSC panel
- (4) Two Nos. DG Sets 500 KVA each with 2 Nos Control Panels fitted with L&T Make 2 nos. Breakers & Synchronizing Panels and One No. 250 KVA & One No. 125 KVA DG Sets along

- with respective accessories.
 - (5) Water Pump House.
 - (6) All installation Complex Street and Garden lights with Control Panels, MCB Boxes at different locations in the HRD & ESI Complex and associated cabling, wiring, fittings in the entire complex.
 - (7) Earthing Systems.
 - (8) All Electrical lights and fittings in and on the building.
 - (9) 02 Nos. Flex Display Boards installed at HRDI building Roof Top.
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SECTION – 2

SCOPE OF SERVICES:

(A) 33 KV Systems

- (1) Operation and maintenance of 33 KV DO/GO switches including replacement of 33 KV fuse, moving and fixed contact, insulators and lightning arrestors required. The contractors scope shall include the maintenance/operation of all electrical equipment from DO switch to LT Panel, though not specifically detailed out in the scope.
- (2) Operation and maintenance of 33 KV Switch yard including CT, PT, Vacuum Circuit Breaker, spring changing, Fuse replacement and opening and closing of breaker as per requirement.
- (3) Operation and maintenance of 630 KVA, 33/0.433 KV. & 1600 KVA 33/0.433 KV. Dry Type Transformer includes operation of Off-load Tap Changer, replacement of connecting cables, bushing, insulators and also temperature recording.
- (4) Liaisoning with state electricity board as required for maintaining/restoring supply and also obtaining approval from them for shut down etc. for 33KV system for doing repair work.

(B) 440 VOLT SYSTEMS

- (1) LT Panel operation including 07 nos. LT Breakers operation, meter reading and recording and routing maintenance / repair.
- (2) Relay panel operations including breaker operation from remote including meter reading and recording the same on log sheet at interval of one hour.
- (3) Accept and reset of alarms and reset of operated relays recording of the same on log sheet and taking steps to attend the fault for restoration.
- (4) Maintain log sheets / log books / maintenance records as to be decided by BHEL time to time for proper operation and maintenance of installation.
- (5) Upkeep of battery chargers (4 nos. for DG - Set + 1 no. for relay panel).

(C) DG Set

- (1) In case of 33 KV power failure or low voltage below 370 volts, Operation of four Nos. DG Sets including battery charging whenever required including diesel filling and co-ordination with BHEL

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for maintaining inventory level of Diesel. The following checks shall be carried out on 4 nos. batteries.

- a. water level of batteries and top up whenever required
- b. specific gravity - weekly
- c. terminals checking and cleaning of batteries- daily
- d. cleaning (dusting) of batteries - daily

And keep record of the same to ensure good health. In case the battery/batteries malfunctions and it is attributable to the contractor, the same shall be replaced with a new one by the contractor.

- (2) Quarterly Cleaning of DG Fuel tank & also as and when required.

(D) **Street Lights**

- (1) Day to day repair, maintenance and operation of street and garden light including switching on and off lights, including Sign Boards at appropriate time , changing bulbs fixtures, switches, repair of faults in cabling / wiring etc. as and when required.
- (2) All light points should be maintained fully functional all the time.

(E) **Maintenance and Repair of Electrical installation and fittings in the building.**

- (1) Repairing/ replacing of faults in cabling /wiring including replacement of MCB' S/MCB boxes and associated recabling / wiring, earthlings etc.
- (2) New installations & commissioning of MCB, MCCB, MCCB with box and MCB with box in HRDI Office and hostel blocks along with associated cabling/ internet wiring irrespective of length.
- (3) **Adding power / light points, extension boards, associated (ethernet) cabling / wiring as and when required.**
- (4) Servicing of fans and exhaust fans dismantling and reassembly to make them functional. Rewinding of motors not covered in the scope of the contractor.
- (5) Servicing of room heaters (Hot air Blowers), changing of burnt / broken heating elements etc.
- (6) Repair of table lamp and stand lamps in hostel block.
- (7) Repair of electrical light fittings including replacement of choke, transformer of spot halogen lights, bulb, holders etc. Day to day electrical maintenance like changing of bulbs and tubes.
- (8) Keeping fly catchers operational including changing of tubes and fault repair.
- (9) Changing of burnt heating elements / defective thermostat of Geysers.
- (10) 2 nos. lift rooms at roof: - Maintaining uninterrupted electricity supply for two lifts including repair of faults in supply by rewiring / recabling, replacement of MCBs etc. Switching 'On and 'Off supply as and when required. Maintenance / repair of lifts are excluded from scope of the services. The contractor shall however, liaison with BHEL appointed agency of lift repair & maintenance.
- (11) All electrical work in the fountain at entrance lounge.
- (12) Repair electrical fittings of CVTs, changing of cords, plugs etc. of electrical equipment whenever required.
- (13) Tightness of cable box/Transformer inspection box covers.
- (14) Checking tightness of cable / jumpers / droppers.
- (15) Cleaning of bushings.
- (16) Attending of oil leakages from the 630 KVA transformer installed in HRD & ESI complex – 16A.
- (17) Checking and closing of all openings in the Panels to prevent ingress of lizards, rats etc. to prevent short circuiting.
- (18) Maintaining earthing system viz. checking healthiness of all earth pits and conductor conduits



including replacing corrosive nuts / bolts, salt, charcoal and all necessary terms are in the contractor's scope.

(G) PUMP HOUSE:

1. Operation and maintenance of water pump house and repair of water pump & motor including winding and associated fitting and supply of all spares parts as required bringing back to the system into normal operation.
2. Maintenance of all plumbing fixtures including supply of material as required for.
3. Keeping the pump house fully operational. Starting and stopping of pumps & accessories in proper sequence or as per requirements.
4. Proper operation and maintenance of water supply system (including all the pump i.e. Tube well pumps etc.) at required intervals and for durations as to keep the underground and overhead tanks filled up to the required level for maintaining continuous supply of water on round the clock basis.
5. Cleaning of overhead water tanks 10 nos. (8nos. of capacity 5000 liters each and 2nos. of capacity 2000 liters each) and underground main water tank (1 nos.) of 50,000 Liters shall be carried out at least once in two months or as and when required using appropriate accessories (e.g. potassium permagnet, lime, broom stick, bucket, mug, etc. which may be required) for this purpose will be in the scope of the contractor and shall be arranged and organized by contractor.

(H) PLUMBING:

1. Repair and maintenance of toilets and sanitary system in the building and keeping them in always operational mode.
2. Cleaning/changing of RO plant filters as per instruction of BHEL. Filters will be provided by BHEL
3. Weekly cleaning of drinking water coolers.
4. All kind of Plumbing repair work like repairing/ replacement of leaking taps etc. in the HRDI Complex. Spares and fittings will be provided by BHEL.

(I) SEWAGE:

Flushing of all hostel blocks toilet and those in the building with fire hydrant system at least every two months or as & when required. This will be done preferably on holidays or off days. Ensuring proper drainage in the sewer system in the campus and Liaisoning with NOIDA authority to keep the same in running condition and / or clean / cleared. Adequate arrangements should be made for rain water drainage on the terrace of HRDI building.

(J) GENERALS

- a) A maintenance schedule for the system shall be prepared by the contractor and submitted to BHEL for approval. The approved maintenance schedule shall be implemented by the contractor.
- b) Making proper record of preventive maintenance carried out and submission of the same to the Engineer-in-Charge/nominated officer from BHEL for checking.

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- c) Maintaining log sheet /log books /maintenance record as to be decided by BHEL time to time for proper operations and maintenance of the installation detailed above and as covered in scope of services. Entering data in log books viz. volt, current, KV, power shut down duration, DG set running hours, lube oil level, Meter Reading Recording per shift etc.
- d) Taking all necessary precautions to ensure safety of the personnel and equipment.
- e) Maintaining log sheet /log books/maintenance record as to be decided by BHEL from time to time for proper operations and maintenance of the installation viz.
- i. 33KV/.433KV Log Book
 - ii. Diesel Consumption Record
 - iii. Weekly Status Report of Electrical and Sanitary items in office and hostel block including their washrooms as per List-I (Pg. 9-11) and submit to EIC at 10:00 Hrs.
 - iv. Received Electrical and Plumbing items from Store and return of old items to store after approval from designated EIC of BHEL.
 - v. Collection of Electricity Bill from UPPCL office and submit to EIC/BHEL and submission of cheque to UPPCL office.
- f) The scope of services (which inter alia means repair, replacement) excludes supply of spares, materials as may be required during and for operation and maintenance of the installation under the services under consideration by the contract and the same shall be provided by BHEL unless otherwise specifically included in the scope of contractor and so specified. Consumables and small items like insulation tapes, cleaning agents, dhoti /duster etc. and all such T&P along with deployment of additional man power , if any required for and in relation to satisfactory operation and maintenance of all works under the service of the enquiry shall be in the contractor's scope and no extra payment shall be made by BHEL.
- g) The contractor shall maintain **all tools & tackles including ladders of required height (may be 15 ft., 20 ft. and more)/ hydraulic van** and measuring instrument as required for satisfactory service under the contract. A list of such items necessarily including items like tongue tester, 500V / 1000 volt Meggar, digital Multimeter with calibration certificate, Set of Spanners & Screw Driver ,Shouldering set ,Drilling machine, wire tester, Watch maker set, crimping tools for required sizes, etc. shall be provided and maintained as detailed below:

SI No	Item
01	Meggar (0-1 KV)
02	Tongue Tester (AC: 200 To 1000 A) (DC upto 1000V) (AC Voltage UPTO 750 V)
03	Multi meter (Digital and Mechanical)
04	Cable gland crimping tool⊗4 to 50mm) Mechanical (50 to 650 mm) Hydraulic
05	Voltmeter 0-600 volts range
06	Ammeter 0-60A range
07	Live line tester (1 No)
08	Wire gauge or Micrometer
09	Hand Rubber Glove – for 11 kV& 33kV

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10	Earth tester with accessories
11	Hand Tester – 4 Nos
12	All Consumables viz. Insulation tape, Teflon tape, CTC, Dhoti, etc.

1.3 **MANPOWER REQUIREMENT DETAILS:**

The contractor should engage adequate manpower per shift of 8(eight) hrs. of (3 shift per Day) fulfilling minimum requirement as detailed below:

Shift Details:

1. **Shift 'A' (6:00 Hrs. – 14:00 Hrs.)**
2. **Shift 'B' (14:00 Hrs. – 22:00 Hrs.)**
3. **Shift 'C' (22:00 Hrs. – 6:00 Hrs.)**

Manpower Details in all above mentioned shifts (A, B & C):

(i) **Supervisor** (Diploma with one year experience in ELECTRICAL/ ITI in ELEC. with min 5 years' experience) - **1 No. deployed from 09.00AM to 06.00PM and should be conversant in speaking & writing in hindi / English.**

(ii) Operator (ITI in ELECTRICAL with minimum 3 years experience in his field)- 01 No

(iii) Wireman: - 01 No. (with minimum one year experience in his field)

(iv) Helper: - 01 No.

(v) Plumber - 01 No.(with minimum one year experience in his field)

1. Manager – At least one visit per week & as and when required and submit the status report of the scope of work.

Note:- The Operators, Helpers and Plumbers will not be permitted to work beyond their 8 hrs. working shift in any day. In case of absence of any one, the contractor shall make equivalent grade arrangement with prior information to BHEL Failure to comply to above will invoke Penalty Clause. The Operators & helpers will not be permitted to work beyond 48 hrs. in a week. The attendance of manpower will be counter signed by BHEL Security daily shift-wise. The Contractor himself or his representative of at least Manager/Engineer level shall meet with BHEL once a week and come whenever called by him. Copy of educational certificates of manpower to be deployed along with their photographs should be submitted within seven days of LOI. The final manpower to be deployed should be approved by BHEL. Besides the minimum requirement of manpower envisaged above and maintained at site the contractor shall deploy necessary resources including tools and tackles in order to ensure safe, Efficient and smooth operation and maintenance of the said system in case exigencies arise.

1.4 **PROVISION OF STITCHED UNIFORM BY BIDDER**

All the workmen engaged by the bidder shall be provided with uniform within in 15 days of award of contract as specified below:

FOR SUMMER:

- i. Terry cotton stitched uniform with uniform as above with Vender's name on pocket of shirt – 02 sets
- ii. Identity Card
- iii. Safety shoes of Bata or equivalent with 2 pair socks for all seasons.

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FOR WINTER: Same as above with closed necked coat or pullover.

FOR RAINY SEASON:

The following rain gear should be kept at site:

- (i) Duck bag Rain coat – 2 Sets
- (ii) Medium size umbrella – 2 Nos.

1.5 PAYMENT TERMS:

1. The total lump sum charges for operation & maintenance for the services covered in the tender shall be quoted (as per 1 (C) of Annexure-III plus prevailing Service Tax) of this specification by the contractor. This amount will be divided into 24 equal monthly installments to work out the monthly charge.
2. The monthly bills for the operation and maintenance shall be raised by the contractor for the services rendered during the previous month. Bills however will be admitted for payment after verification and certification by BHEL.
3. Necessary and statutory deductions like Security deposit, Income Tax, Work contract tax etc. shall be deducted from the monthly bills.

1.6 PENALTY CLAUSE:

1. All possible efforts shall be made to minimize the down time of any equipment/system. In case of failure / breakdown of the equipment, the following penalty shall be imposed on the contractor if BHEL is satisfied that reasons are attributable to the contractor. The decision of the BHEL shall be final and binding on the contractor in this regard.

Rs.	5000	Per day for non-resolution of 33 KV line/ metering room faults with UP-PVVNL (taking shut down, arranging inspection & attending fault by PVVNL if any and restoration of power after repairing faults).
Rs.	500	per day for non-functioning of each LT outgoing feeder and/or its accessories.
Rs.	100	per day for non-functioning of each Distribution Board and/or its accessories and components.
Rs.	50	per day for non-functioning of Lighting fixtures or Points.
Rs.	10	Per hour for not attending the complaints within 10 minutes.
Rs	1000	(Manpower) Per day for non -compliance to Section 1.3 (noncompliance to 8 hrs. working/person/shift and absenteeism of persons.)
Rs	275	(Instruments and T&P) Per day For Non-availability of any items stipulated in Section –2 , SI No. J (g & h)
Rs	230	(Uniform) Per day For Non -compliance to Section –II, SI No 1.4

LIST - I

SI No.	Status of Electrical Items			Status of Bathrooms						
	TL	CFL	SP	BULB	BPB	FAN	TAP	WB	WC	TL/B
301										
302										
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007										
008										
009										
010										



If Item is OK then write 'W' if not then write 'NW'

W - Working

NW - Not Working

SP - Socket Point

WC - Water

Closure

T

L

/

B

Tube Light/Bulb

BPB - BELL PUSH BUTTON
WB - Wash Basin

Annexure- IIIPRICE - FORMAT

A	B	C
Description	Total annual fee (Rupees)	Total Amount for Two Years (Rupees)
1. Lump sum annual charge for round the clock for operation and maintenance, as per the terms and conditions laid down in the tender documents, of the electrical system & water supply system installed at Training Institute, BHEL (HRDI) Noida for a period of two years.		
2. Service taxes, if any applicable, extra (to be indicated in%)		
3. Total Amount for Two Years including all (Rupees)		

Note:

1. **Evaluation:** Tender will be evaluated on overall L-1 basis on the total amount for two years excluding service tax (SNo. 1,C). However, Service tax will be payable as per prevailing rates.
2. Service tax amount billed in the invoice will be released later against the submission of proof in this regard.
3. **Service Tax:**
 - i. Contractor's price/ rates shall be exclusive of Service Tax and cess on output services.
 - ii. Contractor shall deposit the service tax with the concerned tax authorities, such amount will be paid by BHEL to the contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities.
 - iii. Service Tax amount billed in their Invoice/ paid by them will be released later against submission of proof by them in this regard.

Date:

Signatures :

Place:

Name & Designation:

Stamp of the Firm :



Annexure-IV**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 (IN DUPLICATE) super scribing the name of work as a given in the tender notice.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Before tendering, the tenderers are advised to inspect the site of work and the 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.
4. The tenderer 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.
5. 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 tenderer.

6. EARNEST MONEY DEPOSIT:

Every tenderer must be accompanied by the prescribed amount of Rs. 1,00,000/- Earnest Money Deposit in Cash (as permissible under Income Tax Act), Pay order Or Demand Draft only. (All securities are to be discharged and pledged in favour of BHEL, payable at New Delhi).

- 6.1 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

EMD shall not carry any interest.

- 6.2 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.

- 6.3 The earnest money deposit of the successful tenderer shall be refunded / adjusted against security deposit.

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6.4 (i) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

(ii) EMD shall not carry any interest.

6.5 EMD by the Tenderer will be forfeited as per Tender Documents 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 the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

7. VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of three months from the date of opening of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

8. SECURITY DEPOSIT

Upon acceptance of tender, the successful tender must deposit the required amount of security deposit within the time specified in the Letter of Intent/Work Order for satisfactory completion of work.

8.1 The total amount of Security Deposit shall be as follows :

- a. In case of work costing up to Ten lacs : 10% of the contract value
- b. Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakhs +7.5% of the amount exceeding Rs. 10 lakhs.
- c. Above Rs. 50 lakhs: Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

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

- I. Cash (as permissible under 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 Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the 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 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 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 SI No. (d) & (f) 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 for the collection of interest or renewal of the documents or in any other matter connected therewith.)

- 8.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

- 8.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

9.0 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.

The interest shall not be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys use to the contractor.

10.0 REJECTION OF TENDER AND OTHER CONDITIONS :

BHEL reserves to itself full rights to reject any or all of the tenders without assigning any reason



NO DEVIATIONS TO THE TENDER CONDITION WILL NORMALLY BE ACCEPTED. HOWEVER, IF THE TENDERER INSISTS FOR CERTAIN DEVIATIONS TO THE CONDITIONS, FINANCIAL IMPLICATION THERE OF SHALL BE LOADED TO THE QUOTED PRICE FOR EVALUATING THE TENDERER'S OFER.

11.0 CONSEQUENCES OF CANCELLATION

Whenever BHEL exercise its authority to terminate the contract / withdraw a portion of work under , 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 form the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

12.0 ARBITRATION

All disputes between the parties to the contract arising out of or in relation to the contract, other those for which the decision of the Engineer or any other person is by the contract expressed to be final conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

In the event of the Arbitrator dying neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manger of his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

The Arbitrator may, form time to time, with the consent of both the parties to the contract, enlarge the time for making the award.

Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the contract is issued or such other place as the Arbitrator at his discretion may determine.

At

Reverse Auction Guidelines :

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.



9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



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: