



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS DIVISION
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REF: CE/ES/KORBA-R&M/NIT/MA/KP

DATE: 18.05.2015

TO:

(All the Interested and Prospective bidders)

Dear Sir,

Sub. : Tender enquiry for 'Manpower assistance to BHEL-EDN site office' at NTPC Korba Site.

Ref.: Tender Enquiry Number : CE/ES/2014-15/27/KORBA-R&M/MA/KP
Tender Enquiry Date : 18.05.2015
Tender Due Date and Time : 08.06.2015 and 1300 Hrs.

Sealed offer is invited against the subject tender enquiry for 'Manpower assistance to BHEL-EDN Site office'. The requirement is for BHEL site office located at NTPC Korba, Jamnipalli, Korba District, Chhattisgarh – 495450. The following may be noted.

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

Mr. K PARTHASARATHY / DGM,
External Services Department (NEB 5TH FLOOR, BHEL-EDN),
BHEL-Electronics Division
Mysore Road, Bangalore – 560026.
KARNATAKA

2. The Offers received by the tender due date and time will be opened at Tender opening room near reception, BHEL-EDN, Bangalore on 08.06.2015 at 13:30 hours in the presence of those bidders who wish to be present.

3. The work shall be for a period of 04 months.

4. The validity of offer shall be for 90 days from the date of opening.

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FOR OFFICE USE

BIDDER'S SEAL & SIGNATURE



5. Bidders who wish to participate should have
- a) Experience in providing manpower assistance in Thermal Power Stations of 210 MW unit rating for C&I works
 - or
 - b) Carried out C&I works for coal fired Thermal Power plants of 210 MW rating.

6. This tender document comprises of the following.

SL.NO	SECTION	PARTICULARS	PAGE NOS
1	SECTION-1:	INSTRUCTIONS TO BIDDERS (ITB)	03
2	SECTION-2:	GENERAL CONDITIONS OF CONTRACT (GCC)	04 to 06
3	SECTION-3:	SCOPE OF WORK	07
4	SECTION-4:	PAYMENT TERMS	08
5	SECTION-5:	ENCLOSURES	09 to 10
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		ANNEXURE – 2 BIDDER'S CONFIRMATION AND ACCEPTANCE	15
		ANNEXURE – 3 ELECTRONIC FUND TRANSFER FORMAT	16

Kindly acknowledge the receipt of this tender enquiry.

Thanking you,

Yours Faithfully,
For & On behalf of BHEL-EDN

(K PARTHASARATHY)
DGM/External Services

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SECTION – 1: INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS TO BIDDERS

- 1.1 The offer shall be submitted as 'TWO PART BID' in a sealed envelope (Cover-A) prominently super scribed as follows.

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- 1.2 Please refer Clause-2 in Section-5: Enclosures at Page No. 09 of 16 for submitting the offers.
- 1.3 Site Mobilization shall be carried out within the 10 days' time from intimation.
- 1.4 The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.
- 1.5 A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per Annexure – 1 in Section 7.
- 1.6 All the sections of this tender document may be carefully and thoroughly read and understood before submitting the offer. Bidder shall return one set of these tender documents after affixing signature and seal in all the pages along with the offer.

2. EMD / SD

- 2.1. An amount of Rs. 20,000/- (Rupees Ten Thousand only) towards 'Earnest Money Deposit' (EMD) in the form of Pay Order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' payable at Bangalore shall be submitted by the bidder along with the offer.
- 2.2. The EMD shall not carry any interest.
- 2.3. The EMD of the unsuccessful bidders shall be returned normally within 30 days from the date of 'acceptance of the award of work' by the successful bidder.
- 2.4. Security Deposit : Not applicable

3. EFT REGISTRATION :

- 3.1. Bidders have to submit Annexure-3 which is duly filled & signed.
- 3.2. Existing BHEL EDN vendors need not submit Annexure -3 again. However vendor code may be indicated for ready reference.

4. WARNING TO BIDDERS

- 4.1 Bidders are refrained from contacting BHEL EDN officials unnecessarily after submitting bids.
- 4.2 Coaxing and offering in any form to BHEL-EDN officials is prohibited. Any such act may lead to reject the bidder's offer.

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SECTION – 2: GENERAL CONDITIONS OF CONTRACT

1. GENERAL CONDITIONS OF CONTRACT

- 1.1. The Contractor shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL-EDN.
- 1.2. The work involves only 'Manpower assistance to BHEL-EDN site office' at NTPC Korba Site.
- 1.3. The work shall be executed as per the direction of BHEL-EDN site Engineer. Decision of BHEL-EDN site Engineer will be firm and binding on all matters.
- 1.4. No complaints from Contractor's workmen with regard to nature of work entrusted or place of work will be entertained.
- 1.5. The Contractor or his authorized representative shall be available at BHEL-EDN Site Office on all working days for receiving necessary instructions from Engineer-In-Charge, BHEL-EDN site office at NTPC Korba and to carry out the work accordingly.
- 1.6. The Contractor shall obtain permission from appropriate authority, if required, under any applicable law regulations for engaging workmen for execution of the work in Chhattisgarh state and observe all terms and conditions of the said authorization / license.
- 1.7. The Contractor shall arrange to obtain valid gate passes for their workmen and equipment's from the concerned NTPC/BHEL authorities to execute work inside NTPC Korba Plant premises. The Contractor shall furnish documents such as Address proof, police verification certificate etc. for their workmen if needed by NTPC Korba.
- 1.8. Any person below the age of 18 years shall not be deployed for this contract work.
- 1.9. Man/ material/ equipment not covered by valid gate pass shall not be permitted within the power station area and material / equipment shall not be permitted to be taken out of the power station unless authorized by concerned authority. The Contractor shall be held fully responsible for any delays / losses / damages / any lapses that may occur on the part of his workmen, in this regard.
- 1.10. The Contractor shall compulsorily provide personal protective equipment's to their workmen. The Contractor should also give sufficient safety training and instructions to their workmen and ensure proper use of safety equipment by those concerned.
- 1.11. The Contractor shall be liable to comply with provisions under the various labor legislations. Besides other obligations under the labor legislations he is required ***to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief Labor Commissioner, Provident Fund under the Provident Fund Act, compensation under the Workmen compensation Act.***

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- 1.12. Contractor shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.
- 1.13. If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other customer's property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen / agency or by other means and deduct the expense (of which the BHEL-EDN Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor or from his security deposit or any other money due.

2. **ARBITRATION:**

If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Contractor arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Arbitrator and the decision of the Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be Bangalore, India.

3. **FORCE MAJEURE:**

If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure (act of god, act of government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control) conditions, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay. The contractor shall reports to BHEL in writing the cause for the delay but the contractor shall not eligible for any compensation on this account.

4. **RIGHTS OF BHEL**

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

- 4.1 To terminate the contract and recover the loss by getting the balance work done through another agency at the risk and cost of the contractor in the event of the followings.
- 4.1.1. Continued Poor Performance
- 4.1.2. Withdrawal from or abandonment of the work before completion of the work.
- 4.1.3. Corrupt act / Insolvency of the contractor.

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4.1.4. Persistent disregard of BHEL-EDN instructions

4.1.5. Assignment, transfer, subletting of the contract work without written permission from BHEL.

4.1.6. Non-fulfillment of any contractual obligations.

Note: The interpretation and meaning of *the terms*

- **'Customer'** means National Thermal Power Corporations Limited (NTPC), Korba.
- **'BHEL-EDN'** means Bharat Heavy Electricals Limited – Electronics Division
- **'Bidder'** means company/firm who quotes for the above said Contract works
- **'Contractor'** means successful bidder who will do the above said contract works
- **'Supervisor'** means BE/ BTech qualified Engineers with five years of Erection & commissioning experience in C&I work of thermal power plant.
- **'Technician'** means Diploma / ITI qualified Technicians supplied by Contractor for the above said contract works. The Technician should have Knowledge and 5 years' Experience in Erection & commissioning of C&I equipments for Thermal Power Plant.
- **'Arbitrator'** means Additional General Manager / Head of External Services Department or any Officer duly authorized by Unit head of BHEL-EDN in this behalf

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SECTION – 3 SCOPE OF WORK

1. BRIEF SCOPE OF WORK:

- 1.1. The Supervisors and Technicians are to be provided to BHEL site office for rendering assistance in erection & supervision work. The work consists of coordination ,verification and planning .The number of manpower to be supplied to BHEL-EDN site office at NTPC, Korba may vary .The rate schedule indicates tentative quantity. They shall be carrying out supervision and monitoring of R&M of C&I Works or works as directed by BHEL-EDN Site engineer.
- 1.2 The Normal Working Hours, Working Days and Holidays shall be in line with NTPC Korba. During peak period of site R&M work (45 Days Plant Shutdown period), the contractor person should be available to BHEL-EDN at any Time / any Day based on BHEL-EDN Site Engineer instructions without any additional cost to BHEL-EDN. They may be needed to work in shifts also. Any overtime on this account should be dealt by contractor to his workmen directly and the Rate quoted in Schedule of Price shall include this and shall remain firm throughout the Contract Period. They may be needed to work on Shifts/Sundays/Holidays etc. The Persons deployed shall be eligible for weekly off on Sundays. Holidays as followed by NTPC Korba shall be followed. For every 20 working days, persons are eligible for one day paid leave.
- 1.3. Transportation facility will be provided by BHEL within NTPC premises (Township to power plant).
- 1.4. The contractor persons have to arrange their accommodation at their cost. In case, NTPC provides quarters in their township, the rental charges and advance is to be settled by the contractor. In any case, BHEL can not guarantee the provision of accommodation from NTPC.
- 1.5. The work is to be normally carried out at NTPC Korba Stage-I STPP. However in certain cases BHEL-EDN Engineer may instruct the contractor's person to assist BHEL-EDN Engineers at any place of work at NTPC Korba plant premises i.e. in Stage-II or Stage-III.

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SECTION – 4: PAYMENT TERMS

1. TERMS OF PAYMENT:

- 1.1. All payments will be released from BHEL-EDN, Bangalore. Payment will be made by EFT and the transaction charges shall be borne by the Contractor.
- 1.2. The RA bill shall be submitted to BHEL-EDN site office along with documents listed in Clause 4 in Page 13 of 19. The Contractor shall raise the RA Bill every month.
- 1.3. The Number of days present at site for work shall be taken in calculating Man-Month/Man-days of workmen. The decision of BHEL-EDN Engineer is final and binding on the contractor. An attendance register is to be maintained by contractor and the attendance recorded on daily basis.
- 1.4. Measurement sheets for the quantum of Man-month/Man-days provided shall be submitted monthly basis by the Contractor to BHEL-EDN Engineer. After due verification, the 'Engineer' will certify the Measurements in BHEL Measurement Book (M-Book), which shall be accepted by the Contractor.
- 1.5. 80 % value of the Measurement Certified by BHEL-EDN Engineer shall be paid with Service Tax as applicable on 80% for every RA Bill. Balance 20% shall be released against completion of contract schedule and on submission of final bill. Applicable Service tax levied by Indian Government will be paid extra on time to time basis.
- 1.6. The following Deductions will be done in every RA Bill:
 - 2.6.1. Deduction recommended by BHEL-EDN site in charge towards Quarters rent & others, if applicable
 - 2.6.2. taxes & surcharges levied by Government on time to time basis,
- 1.7. From the 2nd RA Bill onwards service tax shall be released to contractor, provided previous RAB service tax paid challan must be submitted.
- 1.8. The contractor shall be advised to check the received payments every time and acknowledge the BHEL-EDN site office. In case if there is a discrepancy, matter shall be brought to the attention of BHEL-EDN site in charge to initiate immediate necessary action to correct.
- 1.9. The final bill shall be released after obtaining clearance from BHEL-EDN Site-In-Charge.

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SECTION – 5: ENCLOSURES

1. Bidders should enclose the listed out documents at each stage accordingly. The necessary forms and document's format will be provided to successful bidder during each stage of the contract.
2. Bidder should submit the following documents **along with their offers**. The additional documents should be numbered in continuation with NIT page Nos. (Refer below example) and No. of attached documents, Covers should be indicated in Bidder's offer Letter. Cover A consists one set of Techno Commercial offer (Sl.No. 2.1 to 2.8), Cover B and Cover C.
 - 2.1. Bidder's offer Letter (Page 0)
 - 2.2. Duly signed and sealed one set of Complete NIT (Page 1 to 18)
 - 2.3. Filled and duly signed Annexures – 1, 2 & 3. (Page 19 to 21)
 - 2.4. Service Tax Registration Certificate copy. (Page 22) if available / applicable.
 - 2.5. PAN card copy. (Page 23)
 - 2.6. IT returns form of Previous Financial Year (2013-14) (Page 24)
 - 2.7. Copy of Power of Attorney /Affidavit (Page 25)
 - 2.8. Work Orders Copy (Page 26 onwards)
 - 2.9. Filled and duly signed Schedule of Price (Cover B)
 - 2.10. EMD in the form of Pay order or DD (Cover C)
3. The Successful Bidder shall submit the following documents to BHEL-EDN **during starting of work**.
 - 3.1. PF Registration / Membership certificate copy
 - 3.2. Workmen compensation insurance policy copy.
 - 3.3. Indemnity Bond.
4. The Contractor shall submit the following documents **along with every Running Account Bill (RAB)** to BHEL-EDN. Sufficient no. of copies of these documents should be submitted to BHEL EDN site office.
 - 4.1. Invoice.
 - 4.2. Certified Measurement Sheets.
 - 4.3. Attendance sheet copy.
 - 4.4. Copy of Service Tax paid challan for Previous RAB Invoice

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5. The contractor shall submit the following documents, **after completing the contract period.**
- 5.1. PF Paid challans
 - 5.2. No Due Certificate from Workmen
 - 5.3. Cancelled gate pass to be surrendered to BHEL Site office.
 - 5.4. No Due Certificate from BHEL EDN Site In charge
 - 5.5. Wage Sheet and Attendance Sheet copy for entire contract period.
 - 5.6. Declaration as per BHEL formats for contract closures.

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(To be submitted in a separate sealed cover super scribing Tender Spec. No. and Tender Due date)

PRICE BID PART II

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BIDDER'S SEAL & SIGNATURE



(To be submitted in a separate sealed cover super scribing Tender Spec. No. and Tender Due date)

SECTION – 6

SCHEDULE OF PRICE

Sl. No.	PARTICULARS	TOTAL Quantity. (Man days)	UNIT RATE Per Man day in Figure (Rs.)	TOTAL AMOUNT In Figure (Rs.)	TOTAL AMOUNT In Words (Rs.)
1	Supervisor	480			
2	Technician	480			
A	Total Amount (Rs.)				
B	Service Tax As Applicable [<u>12.36% of A</u>] (Rs.)				
C	Total Amount including Service Tax [A+B] (<u>Contract Price</u>) (Rs.)				

NOTES: (These notes forms part of tender document and Schedule of Price)

1. Bidders should quote Particulars Sl.No. 1, 2, A, B & C of Unit Rate and Total Amount in the Schedule of Price. Non-compliance, may lead to rejection of Bidder's offer.
2. The **CONTRACT PERIOD** is **04 months**.
3. The Rate & Amount should be entered in words using English language and Figures using Arabic Numerals in clear legible writing. Though No overwriting is allowed, all scoring and cancellations should be countersigned. In case of difference in Rupees between words and figures **THE LESSER OF THE TWO** will be treated as valid rate. In case of illegibility, the interpretation of BHEL-EDN Engineer shall be final.
4. Bidder's **CONTRACT PRICE** shall be considered for evaluation unless stated otherwise.
5. **UNIT RATES are per man day rate.**
6. The quoted **UNIT RATE** of each **PARTICULARS** and **Contract price** will remain firm throughout the **CONTRACT PERIOD**. There can be variation in the quantity. The rates shall be valid for variation in quantity upto $\pm 30\%$.

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External Services
BHEL-EDN, BANGALORE

7. In the event of unsatisfactory performance, BHEL reserves the right to seek replacement of the manpower or terminate the contract. The replacement shall be effected within 7 days of notice.
8. The persons deputed shall have minimum 5 year experience in the C&I installation. Supervisor shall be graduate engineers. Technicians shall be diploma / ITI certificate holders.

(Signature, Date & Seal of
Authorized Representative of the Bidder)

Place:

Date:

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BIDDER'S SEAL & SIGNATURE



SECTION – 7
ANNEXURE – 1
NO DEVIATION CERTIFICATE

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

WORK: 'Manpower assistance to BHEL-EDN site office' at NTPC Korba Site.

I/We..... of
M/s..... hereby certify that
there is no deviation from the tender specifications and conditions either technical or commercial and
I/We agree to all the terms and conditions mentioned in the tender specification.

(Signature of the Bidder With seal)

Place:

Date:

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ANNEXURE – 2

BIDDER'S CONFIRMATION AND ACCEPTANCE

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

WORK: 'Manpower Site assistance to BHEL-EDN site office' at NTPC Korba Site.

Tender Enquiry Number: CE/ES/2014-15/27/KORBA-R&M/MA/KP Dated: 18.05.2015

Tender Due Date and Time: 08.06.2015 at 13:00 Hrs.

The Scope of work is indicated in the said tender documents has been carefully studied and understood. The importance and the criticality of the activities associated with the nature of work like 'Renovation and Modernization' is clearly understood and the requirements shall be met / carried out for the successful completion of the work.

Further,

- I/We shall ensure the availability of workmen during shutdown period work as per the BHEL instruction.
- I/We shall ensure that I/We shall be available at the plant at short notice for any urgent requirements.
- I/We confirm that I/We have ascertained the local site conditions at NTPC Korba power plant thoroughly before submitting the offer.
- I/We have noted all the other terms and conditions of the tender enquiry.

With respect to the above tender reference and our offer reference no:dated.....I/We hereby confirms that all the above points are clearly understood and accepted. I/We confirm that the offer is in accordance with the requirements of the tender.

(Signature of the Bidder With seal)

Place:

Date:

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ANNEXURE – 3

ELECTRONIC FUND TRANSFER (EFT)

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____	PINCODE _____	STATE _____
-------------	---------------	-------------

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

Bank Name:	
Bank Address:	
Bank Telephone No:	
Bank Account No:	
Account Type: Savings/Cash Credit	
9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
Bank swift Code(applicable for EFT only)	
Bank IFSC code(applicable for RTGS)	
Bank IFSC code(applicable for NEFT)	

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS /EFT.

Date:
Authorized Signatory:
Designation: Telephone NO. with STD Code
Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: (.....)
Place: Signature