



**Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.**

NOTICE INVITING TENDER

01. Tender Number : **ET/430**
02. Name of work : **NEW HSD LINE FOR DG SETS**
03. Period of Contract : **02 Weeks**
04. Estimated Cost : **Rs.1.08Lakhs**
05. Earnest Money Deposit : **Nil**
06. Last Date & Time for the Receipt of Completed Tender. : **13:30 Hrs. on 13/04/16**
07. Date & Time for Tender Opening : **13:45 Hrs. on 13/04/16**
08. Warranty period : **Six months**
09. Place of submission of Tender : Tender Box marked as “**FS&T**” located in Reception Area of Electronics Division, BHEL Mysore Road, Bangalore – 560 026
10. Tenderers submitting tender through courier/post can address to **Sr. Engineer, Factory Services, Electronics Division, BHEL Mysore Road, Bangalore – 560 026** and ensure that the same reaches to the concerned addressee before tender submission time

This tender document contains **14** pages including the following.

- i) Instructions to Tenderers and Technical cum Commercial bid (Part-I: Page No.1-13)- Separate Envelope
- ii) Price bid (Part-II : Page No.14)-Separate Envelope

Note:

1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders may be rejected.
2. The tenderer shall return the duly filled in tender document after affixing signature on all pages.
3. The Tenderer shall ensure and put “**Instructions to Tenderers and Technical cum Commercial bid (Part-I)**” together in one cover and “**Price bid (Part – II)**” in a separate cover. **Both these covers shall be separately sealed and then put together in a single cover and sealed.** All the sealed covers shall be properly identified with necessary information such as Tender reference, type of document put inside, date of tender opening to enable to open the correct document cover only

Issued to: M/s



Bharat Heavy Electricals Limited
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PART-I
INSTRUCTIONS TO TENDERERS

Tender Ref: ET/430

1. Sealed Tenders for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to Sr. Engineer/Factory Services, Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.
- 2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence), FAX/ email address, Mobile phone No. etc..
3. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
4. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
5. Unit rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account of Service Tax, Sales Tax, etc., and also expenses towards PF and ESI contributions. Amount of each item and the total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers. In case of arithmetical errors between Rate and Amount or any summation error, Rate (which will also be written in words) will be considered as the basis for computing the Total Offered Value.
7. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
8. The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies arising from Acts, passed by Parliament or by State legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come into effect after tender, or on any other ground, will be entertained on any account.



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9. (a) The rates quoted in the tender shall remain valid for a period of ‘THREE MONTHS’ from the date of opening of tender.
(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
10. Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 20 % (twenty percent).
11. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with Instructions to tenderers, drawing wherever applicable and specifications and all other documents. The tenderers shall specially note that it is the tenderer’s responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
12. Details and quantities of each item of work shown in the “Price Bid” attached here to are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rates to be quoted by the contractor in the Price Bid attached here to.
13. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.
Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
14. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
15. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
16. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, acceptance of his tender will be withdrawn.
17. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority



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18. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
19. Tenders submitted by post should be sent by “Registered Post with Acknowledgement due”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
20. The Contractor’s responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender or site clearance.
21. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender.
22. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character(s). BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They 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.
23. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
24. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
25. Unless and otherwise stated all tendered work includes supply, erection, testing and Commissioning of equipment agreed to in the contract.
26. After completion of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.
27. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
28. The contractor shall provide all the materials needed for trial run, testing including chemicals, Consumables etc. In quoting their rates, the contractors are advised to take in to account the cost of above materials.
29. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment brought by the tenderer. Any portable equipment brought in by the contractor shall have proper cables with earthing where required. Proper extension points shall be used with earthing. Suitable power point will be provided and tapping from the power point to equipment shall be done using proper size of cable, equipment and after getting approval of connections from our Engineer-in-charge.



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30. The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.

If ESI Act is not applicable to them, the contractor shall indemnify BHEL for all liabilities under insurance & labour laws. Contractor shall indemnify BHEL against all liabilities to third party due to their omission and commission. The contractor shall take necessary workmen compensation insurance policies covering third party risks to their/his employees in lieu of ESI. (refer **Indemnity Bond pro forma**).

31. TERMS OF PAYMENT:

- a) 56.25% of total contract value will be paid against the supply of materials at site and acceptance on prorata basis.
- b) 33.75 % of the contract value will be paid on completion of erection on prorata basis.
- c) Balance 10 % of the contract value will be paid after ;
 - i) satisfactory commissioning and handing over the entire system and

32. SECURITY DEPOSIT

- a. The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be as below.

Upto Rs. 10 Lakhs	10 %
Above Rs. 10 Lakhs upto Rs. 50 Lakhs	Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
Above Rs. 50 Lakhs	Rs. 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs

- b. 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 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.



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- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be deposited before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The Security deposit shall not carry any interest.

NOTE:

- a. Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will subject to hypothecation or endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.
- b. 50% of the Security deposit will be returned along with the Final Bill.
- c. Balance 50% of the Security deposit will be returned after satisfactory completion of the Warrantee period.

33. RUNNING ACCOUNT PAYMENTS:

During execution of work, payments of all works in place will be made on the basis of measurements recorded in measurement sheet / book in respect of items executed but no claim on the account will be entertained, if for any reason payments are not so made.

- 34. The work shall be carried out as per detailed specifications enclosed with the tender. The items for which there is no mention in the drawings, detailed specifications to relevant IS specifications (latest edition) shall be followed.

35. CLEANING OF SITE:

After completion of the work, the contractor shall remove all debris, take away left over construction materials, machine, equipment, temporary offices, stores, work shop etc. and make the area neat and clean. The cost of this work shall be included in the quoted rate.

36. COMPLETION OF WORK AND MEASUREMENT:

On completion of the work, the contractor must submit to the Engineer the following documents for passing of works.

- a) A copy of the working drawing showing thereon all addition and alterations in the process of execution and.
- b) The authorised Contractor's representative and a representative of the Employer shall jointly sign a certificate of handing over of any completed work and the date of signature of that certificate will be that the date from which the maintenance period of that unit will be reckoned.

37. MAINTENANCE OF WORKS:

The contractor will be responsible for the maintenance of works during the period of execution until the various items are taken over, and for a further period of Six months, from the date of taking over.



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38. EXTRA ITEMS:

No extra items of work shall be carried out by the contractor other than those authorised to do so in writing by the Engineer-

39. SUPPLY OF MATERIALS BY CONTRACTOR:

- i) The work is for a completed job including labour and supply of all except those otherwise specified in the bid document.
- ii) All materials supplied by the contractor according to the NIT conditions shall be subject to inspection and passing by the Engineer or his representatives from time to time, the contractor shall provide all facilities for such inspection free cost. BHEL officers connected with the contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or at any factory or workshop or other place the same are laying and the contractor shall give necessary facilities for such inspection and examination.
- iii) The contractor shall submit necessary Test Certificate / Calibration certificate for the critical items wherever necessary.

40. INTERRUPTION TO WORKS:

- i) In quoting the rates / prices the contractor should take in to account the fact that due to the design or other stipulations at site, or the necessity to follow a particular sequence of overall construction operation, or non – supply of particular drawings, or the connected work or other reasons, interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruption will be entertained on any account.



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ANNEXURE-A

BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION
&
ELECTRONICS SYSTEMS DIVISION
BANGALORE

HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- ★ Compliance with applicable Legislation and Regulations
- ★ Setting objectives and targets to eliminate / control / minimise environmental pollution, risks due to Occupational Health and Safety Hazards
- ★ Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals
- ★ Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by pro-active communication
- ★ Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents / occupational diseases
- ★ Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects
- ★ Formulation and maintenance of HSE Management Programs for continual improvement
- ★ Periodic review & audit of HSE Management System to ensure its continuing Suitability, adequacy and effectiveness
- ★ Communication of HSE Policy to all employees and interested parties
- ★ Co-operation with concerned agencies / regulatory bodies engaged in HSE activities.

Sd/-
EXECUTIVE DIRECTOR
BHEL (EDN)
BANGALORE



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ANNEXURE-B

INDEMNITY BOND

(On Rs.100/-Stamp paper)

This deed of indemnity made on this day of -----2010 by M/s _____, indemnifier, and having its registered office at-----hereinafter referred to as “Contractor” represented by Sri-----S/o Sri.----- aged -----years, which expression unless repugnant to the context here of shall mean and include its successor, assignees and administrator.

IN FAVOUR OF

M/s. Bharat Heavy Electricals Limited, the indemnified, a company registered under the Companies act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi -110049 and its unit M/s. BHEL – EDN, PB No.2026, Mysore Road, Bangalore -560026, hereinafter referred to as “BHEL” which expression unless repugnant to the context here of shall mean and include its successor, assignees and administrator.

Sub :-

Ref: - W.O dt:

WHEREAS, BHEL has awarded to the contractor herein a contract for repair and overhauling of ----- (the equipment) on terms and conditions set out inter alia in the WORK ORDER No. ----- AND WHEREAS, Contractor has agreed for indemnifying BHEL for all loss or damage to the whole or part of the equipment that may be sustained during the period in which the equipment is kept in its custody for under taking the above work for BHEL,

The Contractor in pursuance of such agreement, herein execute an indemnity bond in favour of BHEL as follows:

1. That the Contractor hereby represents and warrants as below:
 - a. The Contractor has complied to all the requirements of law, statutory rules and tender conditions
 - b. The Contractor has covered its employees under ESI and PF as provided under laws, adequately and BHEL would not be liable for such payment.
 - c. No claim would be caused to be made before any court of law, tribunal or any forum whatsoever with respect to workmen’s compensation or any other compensation or statutory claim for contributions, claims, damages etc in which BHEL can be made a party.
2. In the event any representations as above are found to be materially untrue, the Contractor shall promptly rectify the error and bear the costs involved in providing such a remedy. The Contractor shall hold the Company harmless from all the costs or expenses including reasonable attorney’s fees and disbursements incurred in this regard.
3. Notwithstanding anything to the contrary contained in this Indemnity, the Contractor shall be responsible for the Company’s losses, consequential damages or any other claims arising out of any third party claim due to any commission or omission of the contractor.
4. The Contractor shall defend or settle at its own cost and expense any suit or action brought against the BHEL’s for *inter alia* any fine, contribution or other amounts as may be claimed by any statutory authority.



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5. The Contractor shall indemnify and hold harmless the BHEL from and against all damages and cost adjudged or decreed against, and actually paid by, the BHEL in any such suit or action as a result of any lapse on the part of the contractor in the matter of obeying the statutes and rules thereof.
6. The Contractor shall notify the Company in writing of any claim or suit with respect to this and shall have full authority to defend or settle the claim or suit, provided, however that no settlement of any claim or suit whatsoever may be made without the Company's prior written concurrence if such a settlement would or may in the opinion of the Company abridge any right of the Company not included in the foregoing indemnity.
7. In pursuance of the above, the Contractor hereby covenants with BHEL, that, the Contractor will at all times here after indemnify and keep indemnified BHEL against all demands, actions, proceedings, losses, damages, costs, charges and expenses which may be brought against BHEL or which BHEL may or may have to incur or may have to suffer due to direct or indirect, actions or inaction of the contractor.

In witness whereof, the above named representative of the Contractor is authorized to sign this indemnity bond and has put his hands on this indemnity bond, on the date, month and year first mentioned above in the presence of the following witnesses.

CONTRACTOR

WITNESSES:

1.

2.

Place:

Date:

CONTRACTOR

ISSUING OFFICER



Bharat Heavy Electricals Limited
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Mysore Road, Bangalore – 560 026.

Technical Cum Commercial Bid

A) Information Part :

Sl. No	Particulars	To be filled by Bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone Number	
	Office	
	Residence	
	Mobile No.	
5.0	Email id.	



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B) Essential Criteria for Techno-Commercial Acceptance of Bid

Sl. No.	Particulars	To be filled by Bidder
1	Experience Certificate for successfully carried out plumbing / piping works in the past 7 years as mentioned below (Copy of Work Order and Completion certificate from the organization where the work has been completed is to be enclosed. Submission of Work Order copy is not adequate.):	
a	One work not less than 80% of the estimated cost of this NIT or	
b	Two works not less than 50% of the estimated cost of this NIT or	
c	Three works not less than 40% of the estimated cost of this NIT	
2	Average turnover of the last three years (not less than 30% of the estimated cost in this NIT – copies of P&L statement shall be submitted)	
a	Turnover -Previous year	
b	Turnover -1 year before previous year	
c	Turnover -2 years before previous year	

Note: Offers not complying with the above requirements are liable for rejection.



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c) Other Conditions

1.0	Payment terms as per NIT	(Acceptable/ Not Acceptable)
2.0	Execution of the work fully as per Specification & all items of work in NIT	(Acceptable/ Not Acceptable)
3.0	Security deposit clause as per NIT	(Acceptable/ Not Acceptable)
4.0	Whether your firm is registered with ESI authority (In case ESI registration is not applicable, submit a declaration letter with supporting reasons)	Yes/No
4.1	If Yes, indicate ESI registration No. (Copy of ESI registration certificate & latest contribution paid receipt to be enclosed)	Yes/No
4.2	If No, whether willing to cover under workmen compensation insurance policy and submit indemnity bond as enclosed.	Yes/No
5.0	Whether your firm registered with PF authority	
5.1	If yes, Indicate PF Registration No. (Copy of PF registration certificate & latest contribution paid receipt to be enclosed)	
5.2	If no, submit a declaration letter with supporting reasons	Yes/No



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Part-II - Price Bid

Slno.	Description	Unit	Qty	Rate In Rs	Amount In Rs.
1.	Supply, laying, clamping, welding, testing and commissioning of 1.5 inch Class "C" MS pipe including all accessories like bends, tees, flanges, nuts, bolts, nipple, painting, etc.	Mtr	80		
Total					
Discount (If Any)					
Grand Total					

Grand Total in Words (Rupees _____ Only)

Note:

Rates quoted should be inclusive of all taxes and duties.