



BHARAT HEAVY ELECTRICALS LTD BHOPAL

FIELD ENGINEERING SERVICES (SXX)

NOTICE INVITING TENDER (NIT) FOR
“SITE SERVICES OF BHEL SUPPLIED INDOOR SWITCHGEAR INSTALLED
AT VARIOUS SITES.”

*Last Date & Time for Submission of Bids 13-06-2011 11 00 Hrs.
(Technical and price bid to be submitted in separate envelopes)*

Due Date & Time for Technical Bid Opening 13-06-2011 14 30 Hrs.

(Validity of offer to be 4 months minimum after tender opening)



BHARAT HEAVY ELECTRICALS LIMITED

UNIT: BHOPAL

FIELD ENGINEERING SERVICES (SXX)

NOTICE INVITING TENDER

NIT:-SXX/SWR-INDOOR/11/2011/AKI (TECHNICAL PART-A)

SXX department of BHEL Bhopal invites offers on Open tender basis from experienced and financially sound contractors for the following work.

- 1 **SCOPE OF WORK:** Deputation of personnel to various sites all over India as per requirement of BHEL for resolution of complaints, inspection, repair, operational & wiring check of breakers to ensure healthiness & servicing indoor Circuit breakers supplied by BHEL. Collection & handling of spare items required for attending site complaints.
- 2 **QUALIFICATION CRITERIA:**
 - (a) Bidders to provide supporting documents of at least four employees having minimum qualification ITI (2 electrician + 2 fitter) and two years experience in the field of assembly / services /site testing of 33 or 11 KV Vacuum Circuit Breaker, (Refer page 8) .
 - (b) Reference list regarding services rendered to customer in support of Para (1) & 2 (a), (Refer page 8).
 - (c) Bidder shall appoint a Supervisor / Engineer for single point interaction & organizing all activities.
 - (d) Bidders to provide PAN, copy of IT return of last year, certificates of ESI / PF, registration of firm and all the statutory requirements of the Central Government to be accepted by contractor in line with BHEL works policy.
 - (e) Bidder to ensure availability of required portable testing instruments and tools like multi meter, spanner set , tool kit and other items required for servicing.
 - (f) Parties must also be free from any kind of legal disputes or black listed by any PSU / BHEL/ State / Central Govt. Bidder shall provide certification to this effect on page 9.
- 3 **WORK COMMENCEMENT:** Within one week from the date of issue of Letter of Indent / work order as per instruction from BHEL. The contract period will be 18 months from the date of issue of LOI / work order.
- 4 **METHOD OF OPERATION:** The service person will have to reach the site within one week from the date it is communicated to the contractor vide email, or earlier as advised by BHEL and record will be maintained. Before leaving for site the contractor's supervisor will discuss the problem with Switchgear Service /Design/ Contract department to understand the work to be done at site.
After the site visit the minutes of meeting with customer will be submitted to BHEL along with the report in prescribed format for day wise activities attached on page no 10. Also receipt / acknowledgement from site will have to be submitted for any item delivered to site. The contractor will nominate an experienced supervisor who will be preferably stationed at Bhopal for close coordination, interaction, maintain log book and submission of bills. The bills are to be submitted within ten days from the date of return from site to headquarter.

Agreed/
Not Agreed

Agreed/
Not Agreed

Agreed/
Not Agreed

Agreed/
Not Agreed

Note: 1. Any abbreviation is not permitted liable for rejection.

2. Any non compliance is liable for rejection.

Signature of contractor .

With Date, Name Seal .

- 5 **TERMS OF PAYMENT:** 90% payment shall be made after submission of bills along with the report in prescribed format for day wise activities & MOM from BHEL / Customer's representative. Remaining 10% shall be paid after 90 days of satisfactory completion of work at the time of contract closing. Income Tax, service tax and other Govt. levies etc. as applicable shall be deducted from the running bills and certificate to this effect shall be provided as per rules.

**Agreed/
Not Agreed**

- 6 **OFFER SUBMISSION IN RESPONSE TO INVITATION:**

Tender documents to be downloaded from the BHEL website indicated in the newspaper. Bid to be submitted in 2 parts.

A: TECHNICAL BID (UNPRICED) B: PRICE BID

Above mentioned both part envelopes (A & B) are to be kept in one envelope.

Part-A should contain compliance to tender document having all the pages signed & sealed by the bidder. Copy of all reference documents mentioned on page 8 is to be attached. All the terms and conditions should be agreed and mentioned in the column. An offer may be treated as invalid offer if it contains any condition, deviation, or insufficiency.

Part-B should contain Price only. The rate shall be quoted as the Final rate as per Page 11 including of PF, ESI, all other statutory payments, levies and all other Govt. tax but **Excluding of the Service tax**. No escalation/ additional / Overtime/ waiting charges will be paid other than the quoted rate.

Part-A & B bids should be sent in two separate sealed envelope super scribing Part-A (Technical bid) and Part-B (Price Bid) with tender number on the top of respective envelopes. The complete offer with the Part – A and Part – B bids shall be sent in a sealed envelope super-scribing the Tender No., due date & supplier name and addressed to Sr.DGM (SXX), Block IV Annexe, EWFF, BHEL, Piplani, BHOPAL Pin – 462021 (M.P.). It is to be dropped in **Green coloured tender box for works contract only**. The box is kept in the tender room of BHEL administrative building ground floor.

**Agreed/
Not Agreed**

(There are two boxes in the tender room; the Red colored tender box is for the purchase tenders and not for Services tender) Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present.

The technical bid will be opened on the due date. The price bid will be opened at a later date of only those contractors who are technically acceptable and meet the qualifying requirement.

Validity period of the offer shall be up to four months after the tender opening date.

- 7 SUBMISSION OF TENDER DOCUMENT.**

- a. Last Date of Bid submission: 13-06-2011 up to 11:00 Hrs
b. Date of technical bid opening: 13-06-2011 up to 14:30 Hrs

**Agreed/
Not Agreed**

- 8 VENUE FOR BIDS SUBMISSION/ OPENING:**

Tender room, Admin – Block, Ground Floor, BHEL Bhopal-462022

In case of any doubt our address for correspondence shall be:

Sr. DGM (SXX) Block-IV/EWFF BHEL, Piplani P.O. Bhopal-462022

Phone No: 0755-2505106

E-mail: imtiaaz@bhelbpl.co.in

**Agreed/
Not Agreed**

9 **EARNEST MONEY DEPOSIT:** Bidder has to submit Earnest Money Deposit (EMD) of Rs. 1,00,000 (One lakh only) through pay order/ demand draft/ Cash deposit receipt of Cash office / one time EMD deposit receipt, in favour of Bharat Heavy Electricals Limited, Bhopal, along with the tender.

The value of One time EMD is Rs.2 .0 lakh/- (Two lakh only). It will be applicable to only those bidders who have already deposited this amount for participating in various tenders for works contract and it has not been refunded.

In the case of unsuccessful bidder, the EMD will be refunded normally, within 15 days of the acceptance of award of work by the successful bidder.

The EMD of the successful bidder will be retained towards part of Security Deposit BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

After opening of tender revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions or fails to start the work within the period as per LOI, after award of contract .

Agreed/
Not Agreed

10 **SPLITTING THE CONTRACT:** The contract will be split in the ratio of 60: 40. The 60% share shall be given to L1. If L2 does not accept L1 price for 40 % share then it will be counter offered to L3 and then to other parties in ascending order. If no other party agrees then full quantity will be given to L1.

Agreed/
Not Agreed

11 **SECURITY DEPOSIT:**

Upon acceptance of offer, the successful bidder shall deposit the prescribed amount of security deposit depending on value of order before start of the work.

The amount of security deposit will depend on value of contract as follows:

(i) Value < Rs. 10 lakhs	:-	10%.
(ii) Value >Rs.10 lakhs < Rs.50 lakhs	:-	Rs.1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs.
(iii) Value >Rs. 50 lakh	:-	Rs 4 lakh + 5 % of the amount exceeding Rs.10 lakhs.

Agreed/
Not Agreed

The full amount or minimum 50% of the deposit amount is to be deposited through Pay order/ Demand draft / the cash office of BHEL. If 50 % is deposited then the balance 50% of Security Deposit shall be recovered from the running bills @10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.

Return of security deposit:

The Security deposit shall be refunded after minimum 3 months, of successful completion of the contract, after producing “Clearance and No Dues Certificate” from the concerned executive.

12 **AGREEMENT SIGNING:**

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format. The cost towards agreement shall be borne by the firm.

Agreed/
Not Agreed

13 **GENERAL TERMS AND CONDITION:**

DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

(13.1) **'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

(13.2) **'CONTRACTOR' or 'FIRM'** shall mean the individual, firm or Company who is providing the services and shall include their executors, administrators, successors and permitted assigns.

(13.3) **'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.

Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.

(13.4) **'TENDER DOCUMENTS'** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.

(13.5) **'LETTER OF INTENT'** shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

(13.6) **'APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL Shop Engineer / Shop-in-charge/ concerned authorities.

(13.7) **'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

(13.8) **'OFFICIAL SECRET ACT'** : The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

(13.9) **'MODE OF COMMUNICATIONS':**

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery. Firm shall communicate their change of authorized supervisor, email address, phone number in advance.

14 **RESPONSIBILITIES OF THE FIRM:**

(14.1) **WORKING RESPONSIBILITY:**

The supervisor/ interface between BHEL and contractor shall be experienced in BHEL breaker assembly & testing or qualified Diploma/Degree Engineer who will be responsible for training his subordinates at our works & giving technical guidance. He will maintain records of site visits, spare material requirement, answer to all types of queries from customer/ BHEL and coordinate bill submission in time

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Not Agreed

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Not Agreed

Agreed/
Not Agreed

(14.2) **GENERAL RESPONSIBILITIES:**

- (a) The firm shall follow all the statutory compliances as mentioned in the Prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- (b) The firm shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
- (c) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of their personnel.
- (d) Firm shall maintain a Wages registers having following details :-
 - (i) Wages paid to workers
 - (ii) PF & ESI contributed by firm & deducted from each worker wage.
 - (iii) Annual statement for availed/paid leaves,
 - (iv) Bonus paid

The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

Agreed/
Not Agreed

15 **FORCE MAJEURE:**

The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, flood, fire, cyclone, earthquake, epidemic and other similar causes over which, no contractor has any control. In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

Agreed/
Not Agreed

16 **ARBITRATION:**

All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and 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 provisions of the Indian Arbitration and Reconciliation Act, 1996.

The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt 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.

The arbitration proceedings shall be held at Bhopal.

Agreed/
Not Agreed

17 **RIGHTS OF BHEL:**
BHEL reserves to itself, the following rights without entitling the Contractor to any compensation

Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Non-fulfillment of any contractual obligations or obligations under the law.

Agreed/
Not Agreed

18 **'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION':**

The contract shall be governed, by the law for the time being in force, in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

Agreed/
Not Agreed

PART OF TECHNICAL BID PART- A**20 BIDDER DETAILS****[A] Details of contractor (Attach copy of reference documents)**

PARTICULARS	Document number	COPY ATTACHED
<i>Company Registration Certificate.</i>		<i>Yes / no</i>
<i>ESI Registration Certificate.</i>		<i>Yes/ no</i>
<i>PF Registration Certificate.</i>		<i>Yes/ no</i>
<i>Income Tax PAN No. Photo copy.</i>		<i>Yes/ no</i>
<i>TIN (Taxpayer's Id)</i>		<i>Yes/ no</i>
<i>Income Tax Return Photo copy of last year.</i>		<i>Yes/ no</i>
<i>Service Tax Registration No.</i>		<i>Yes/ no</i>

[B] EMPLOYEE LIST

List of man power / experts with PF registration number currently working on roll of the company (Same will be engaged for work) having minimum qualification ITI (electrician & fitter) and at least 2 years experience in the field of assembly/services/site testing of 11 or 33 KV VCB .

Sl. No	Name	Qualification	Experience	Registered for ESI / PF
				<i>Yes/ no</i>
				<i>Yes/ no</i>
				<i>Yes/ no</i>
				<i>Yes/ no</i>

[C] EXPERIENCE

LIST OF CUSTOMERS FOR WHICH WORK DONE BY THE BIDDER IN THE FIELD OF ASSEMBLY/ TESTING / REPAIR OF 11 OR 33 KV VCB BREAKER

Sl.No.	Name of Company (Manufacturing / Utility/ Maintenance)	Reference document i.e. Order copy or Letter of customer to be attached
		<i>Yes/ no</i>
		<i>Yes/ no</i>
		<i>Yes/ no</i>

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Signature of contractor .

With Date, Name Seal .

[D]

PART OF TECHNICAL BID PART- A
CERTIFICATE

IT IS TO CERTIFY THAT OUR FIRM-----

HAVING ADDRESS -----

PHONE NUMBER -----

EMAIL ADDRESS-----

**HAS NOT ANY LEGAL DISPUTE OR BLACK LISTED WITH ANY PSU BHEL/ STATE /
CENTRAL GOVERNMENT ORGANISATION.**

THE ABOVE INFORMATION IS TRUE AND CERTIFIED BY US.

(CONTRACTOR'S SIGNATURE WITH SEAL)

PART OF TECHNICAL BID PART- A

FORMAT TO BE FILLED UP BY CONTRACTOR REGARDING THE SITE COMPLAINTS ATTENDED (to be attached with MOM from site) .

CUSTOMER LETTER REF/ EMAIL REF/COMPLAINT NO.	NAME OF SITE & CUSTOMER REPRESENT ATIVE	DATE OF DEPARTURE FOR SITE	DATE OF LEAVING THE SITE	NATURE OF WORK DONE DURING THE PERIOD (DAY WISE)		TOTAL MANDAYS INCLUDING TRAVEL PERIOD
				Date	Work done	

Note: 1. Any abbreviation is not permitted liable for rejection.

2. Any non compliance is liable for rejection.

Signature of contractor .

With Date, Name Seal .



BHARAT HEAVY ELECTRICALS LIMITED

UNIT: BHOPAL

FIELD ENGINEERING SERVICES (SXX)

NOTICE INVITING TENDER

NIT:-SXX/SWR-INDOOR/11/2011/AKI (PART-B)

Date: - 13-05-2011

PRICE BID (To be submitted in separate envelope)

SL NO.	DETAILS OF WORK / ITEM REQUIRED	TENTATIVE	RATE PER MANDAY
		NUMBER OF MAN DAYS	(Rs)
1	Deputation of personnel to various sites all over India as per requirement of BHEL for resolution of complaints, inspection, repair, operational & wiring check of breakers to ensure healthiness & servicing indoor Circuit breakers supplied by BHEL. Collection & handling of spare items required for attending site complaints.	2500	

Note :- (1) Service tax to be excluded

(2) The total man-days are to be counted from the date of departure of service person from the place he is presently stationed for the desired site where breaker problem is to be attended to the date he reaches the destination after completion of work.