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ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS DIVISION
P.B.No 2606, Mysore Road, Bangalore - 560 026

REF: CE/ES/DADRI-R&M/MP/GS

DATE: 09.09.2017

Addressed To: All the prospective bidders

Sub. : Tender enquiry for support and services to BHEL-EDN at NTPC Dadri Site for carrying out the site closing activities.

Ref.: Tender Enquiry Number : CE/ES/2017-18/05/DADRI-R&M/MS/GS
Tender Enquiry Date : 09.09.2017
Tender Due Date and Time : 25.09.2017 and 1300 Hrs.

Sealed offer is invited against the subject tender enquiry for support and services to BHEL-EDN at NTPC Dadri Site for carrying out the site closing activities.

The following may be noted.

1. The tender shall be downloaded from the website and duly filled and signed hard copy of the offer shall be submitted. On line offers will not be considered and summarily rejected.
2. The Offer may be sent by registered post/courier to reach the following address before the tender due date and time.

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

3. The Offers received by the tender due date and time will be opened at Tender opening room near Reception, BHEL-EDN, Bangalore on 25.09.2017 at 1330 hours in the presence of those bidders who wish to be present.

TENDER REF. NO.: CE/ES/2014-15/08/DADRI-R&M/MS/GS



External Services
BHEL-EDN, BANGALORE

4. The work shall be for a period of 2 months from the date of award, which is further extendable on the existing terms for a period of 1 month at the sole discretion of BHEL-EDN.
5. EMD is not applicable for this tender.
6. The validity of offer shall be for 90 days from the date of opening.
7. This tender document comprises of the following.

SECTION-1: INSTUCTIONS AND CONDITONS OF CONTRACT

SECTION-2: SCOPE OF WORK & PAYMENT TERMS

SECTION-3: SCHEDULE OF PRICE

SECTION-4: NO DEVIATION CERTIFICATE

For & On behalf of BHEL-EDN

G SARAVANAN

AGM/External Services



SECTION-1: INSTRUCTIONS & CONDITIONS OF CONTRACT

1. The offer shall be submitted as a 'single part bid' in a sealed envelope prominently super scribed as follows.

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Tender Due Date and Time: 25.09.2017 at 13:00 Hrs

2. The Contractor shall mobilize his men to site within 7 working days from the date of intimation from BHEL-EDN or as per the date mentioned in LOI / WO.
3. The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.
4. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per section 4.
5. 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 authorized person signature and seal in all the pages along with the offer.

EARNEST MONEY DEPOSIT

- **NOT APPLICABLE FOR THIS WORK** -

6. SECURITY DEPOSIT:

- a) SD amount applicable is @ 5% of the Contract Value including GST and other applicable taxes.
 - b) Upon acceptance of tender the Successful Bidder must deposit the required amount of Security deposit before start of work for satisfactory completion of Work.
 - c) The successful bidder has option to pay a minimum of 50 % of the Security Deposit (SD) amount by pay order or demand draft in favor of BHEL, payable at Bangalore and balance 50% can be recovered from the Monthly Running Bills towards the work.
 - d) The security deposit shall not carry any interest.
 - e) 50% of the Security Deposit amount may be claimed after 30 days from the date of submission of final bill as per the contract after duly certified by BHEL-EDN Site Engineer and on receipt of compliance certificate. Balance 50% will be refunded after settlement of final bill and after submission of "No Due Certificate" from Site In-Charge BHEL-EDN.
7. Apart from GST any other applicable taxes as applicable from time to time shall be borne by the Contractor.

TENDER REF. NO.: CE/ES/2017-18/05/DADRI-R&M/MS/GS dated 09.09.2017



8. The Contractor shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL-EDN.
9. The work involves providing unskilled Workmen, providing Tractor with Trolley / Trailer and Hydra Crane for assisting BHEL-EDN Site Engineers for carrying out the site closing activities.
10. The guarantee and workmanship clauses are not applicable.
11. **WORK INSTRUCTIONS:**
 - a) The work shall be executed as per the instructions & directions of BHEL-EDN engineer at site. Decision of BHEL-EDN site Engineer will be firm and binding on all matters.
 - b) No complaints from Contractor's workmen with regard to nature of work entrusted or place of work will be entertained.
 - c) 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 and to carry out the work accordingly.
 - d) The Contractor should note that the workmen under their contract will be working in the premises of C&I Materials Storage area and Contractor should give proper handling instructions to their workmen/ should provide experienced workmen, to be careful so as to avoid any accidents/damage to themselves/ materials.
 - e) The Contractor shall obtain permission from appropriate authority / license if required under any applicable law regulations for engaging labours for execution of the work in Uttar Pradesh state and observe all terms and conditions of the said authorization / license.
 - f) 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-NCPS Dadri Plant premises. The Contractor shall furnish documents such as Address proof, police verification certificate etc. for their workmen if needed by NTPC Dadri.
 - g) Any person below the age of 18 years shall not be deployed for the work.
 - h) Men / material/ equipment not covered by valid gate pass shall not be permitted within the power station area and no material / equipment shall 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 that may result consequent to any lapses that may occur on the part of his employees in this regard.



- i) The Contractor shall compulsorily provide personal protective equipment's to their workmen & in the event of Contractor not providing the same, it will be provided by BHEL-EDN at Contractor's risk & cost and the charges towards this will be recovered from their bill/s. The Contractor should also give sufficient safety training and instructions to their workmen and ensure proper use of safety equipment by those concerned.
 - j) 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, Retrenchment compensation etc. The Contractor shall indemnify BHEL-EDN / NTPC-NCPS against all claims, damages and compensations on account of his failure to comply with statutory provisions.
 - k) As per NTPC Dadri plant statutory requirement, the Contractor and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life and damage to Customer's property. Contractor shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.
 - l) 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.
12. 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.
13. **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.

14. Rights of BHEL

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

1. To terminate the contract after due notice and forfeit the security deposit 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.
 - a) Continued Poor work progress.
 - b) Withdrawal from or abandonment of the work before completion of the work.
 - c) Corrupt act / Insolvency of the contractor.
 - d) Persistent disregard of BHEL-EDN instructions
 - e) Contractor workmen's strikes / lockout not settled within a period of one month.
 - f) Assignment, transfer, subletting of the contract work without written permission from BHEL-EDN.
 - g) Non-fulfillment of any contractual obligations.
2. While every endeavor will be made by BHEL-EDN to this end, BHEL-EDN cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensations / extra payment on this account.

Note: The terms

- **'Customer'** means National Thermal Power Corporations Limited (NTPC), Dadri – National Capital Thermal Station (NCPS).
- **'BHEL-EDN'** means Bharat Heavy Electricals Limited – Electronics Division
- **'Bidder'** means company/firm who quotes for the above said works
- **'Contractor'** means successful bidder who enters contract agreement with BHEL-EDN for the above said works
- **'Workmen'** means Labours supplied by contractor for the above said works.
- **'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-2 : SCOPE OF WORK & PAYMENT TERMS

BRIEF SCOPE OF WORK:

1. Workmen provided by the contractor shall be Unskilled (Helpers). These workmen will be supplied for assisting BHEL-EDN Site Engineers for carrying out Site closing activities like listing and handing over of materials, assisting in PC installation and any other activity required for closing of site issues at NTPC Dadri Stage-I Unit (4X210MW), National Capital Power Station (NCPS).
2. The Helpers should carry out material related Labour works at BHEL-EDN Stores/Office as per the direction and to the satisfaction of BHEL-EDN site Engineer. Decision of BHEL-EDN site Engineer will be firm and binding on all matters.
3. The workmen should be available to BHEL-EDN at any time based on BHEL-EDN Site Engineer instructions during peak period of site R&M work. Any Overtime on this account should be dealt by contractor to his workmen directly. Price Schedule rate quoted includes all and firm throughout the period of contract.
4. The contractor's workmen have to use their own or arrange suitable mode of transportation to reach and be available at BHEL-EDN site Office/Store on time.
5. All the vehicles used by workmen for this work should have valid documents like Insurance cover, RC Book, Vehicle fitness certificate, License etc, if applicable.
6. The work is to be normally carried out at Stores/Office of BHEL-EDN or NTPC at Dadri site. However in certain cases BHEL-EDN Engineer may instruct the contractor's workmen to assist BHEL-EDN Engineers at any place within the plant premises.

TERMS OF PAYMENT:

1. All payments will be released from BHEL-EDN, Bangalore on presence for work and attendance certification by BHEL-EDN site Engineer.
2. The Number of days of presence at site for work shall be taken for calculating Man-days of workmen supplied. The official working hours in practice at NTPC, Dadri shall be considered for normal working hours for this work. The decision of BHEL-EDN Engineer is final and binding on the contractor.



3. Measurement sheets for the quantum of Man-days provided shall be submitted by the Contractor to BHEL-EDN Engineer. After due verification, the 'Engineer' will certify regarding the attendance of workmen in the measurement book, which shall be accepted by the Contractor in measurement book.
4. Mode of payment: Payment will be made by EFT and the charges shall be borne by the Contractor. The Contractor will be required to submit required formats for EFT mode of payment.
5. 95 % of the value of RA Bills submitted by the Contractor will be paid on Pro rata basis. Balance 5 % shall be released upon submission of Final Bill at the end of completion of Contract
6. Income tax plus surcharge as applicable will be deducted from the gross amount of each bill. Please indicate the IT PAN.
7. Contractor shall also submit bills for the workmen supplied under the contract, once in a month detailing no. of days of presence for work during the month. The format for billing shall be approved by BHEL-EDN before raising invoices.
8. The Contractor shall submit the following documents along with every RA Bill to BHEL-EDN Engineer
 - i. Attendance sheet for the man power engaged
 - ii. Monthly wage sheet
 - iii. PF remittance challan
9. The Contractor shall submit copies of the following documents to BHEL-EDN Engineer before actual commencement of work.
 - i. PF Registration / Membership certificate
 - ii. Workmen compensation insurance policy



SECTION – 3: SCHEDULE OF PRICE

SI. No.	PARTICULARS	UOM	TOTAL QTY.	UNIT RATE (Rupees)	TOTAL AMOUNT (Rupees)	TOTAL AMOUNT In Words (Rupees)
1	Unskilled Man power (Helper)	Man Days	300			
2	Providing Tractor with Trolley / Trailer	Trips inside NTPC premises	50			
3	Providing Hydra Crane	Hour	50			
TOTAL Price (in Indian Rupees)						
% of GST Applicable						
Amount applicable towards GST (in Indian Rupees)						
Total Amount including GST (in Indian Rupees)						

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

1. Bidders should quote for all the items in Rate Schedule. Non-compliance to this may lead to rejection of offer.
2. Copy of GST registration certificate to be enclosed with the offer.
3. The Rates shall be entered in figures as well as in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of BHEL-EDN Engineer shall be final. All entries shall be in English language. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
4. Bidder's Total price shall be considered for evaluation of tender unless stated otherwise.
5. The Number of days of presence at site for work shall be taken for calculating Man-days of workmen supplied. The official working hours in practice at NTPC, Dadri shall be considered for normal working hours for this work. The decision of BHEL-EDN Engineer is final and binding on the contractor.
6. The quantities of the Particulars mentioned in this rate schedule will remain firm throughout the period of execution.
7. The quoted rates of each item will remain firm throughout the period of execution.

Place:

Date :

(Signature of the bidder with seal)



External Services
BHEL-EDN, BANGALORE

SECTION-4
NO DEVIATION CERTIFICATE

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

WORK: Providing support and services to BHEL-EDN at NTPC-Dadri for carrying out the site closing activities.

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: