



## **Bharat Heavy Electricals Limited**

**ELECTRONICS DIVISION, MYSORE ROAD**

**BANGALORE-560026**

**PHONE: 080-23005916**

**FAX: 080-23005915**

**Tender No. C&PR: GH: 211:15-16**

**Dated: 25.09.2015**

### **GENERAL TERMS & CONDITIONS**

### **NOTICE FOR INVITING TENDER**

Sealed tenders are invited for the following service in BHEL, EDN Guest House and EDN Transit flat located in BHEL-Electronics Division township, adjacent to Bunt's Sangha, Chord Road, Vijayanagar, Bangalore-560040

**NAME OF SERVICES : TWO YEARS RATE CONTRACT FOR GENERAL DISINFESTATION, COCKROACH, RODENTS&BED BUGS CONTROL AT EDN GUEST HOUSE & TRANSIT FLAT.**

**NIT No.** C&PR:GH:211 DATED 25.09.2015

**Last Date & Time for Submission of Tender** Upto 14:00 hours of 12.10.2015

**Date & Time of Opening** 14:15 hours of 12.10.2015

**ELIGIBILITY, SCOPE AND GENERAL TERMS & CONDITIONS (PAGES 1 TO 5)**

**PRE-QUALIFICATION BID (TECHNICAL BID) – PART A (PAGES 6 TO 10)**

**PRICE BID – PART B (PAGES 11)**

Sealed tender may be dropped in the C&PR TENDER BOX kept in the Reception Area of BHEL-Electronics Division, Mysore Road, Bangalore-560026 between 8.00AM and 4.00 PM (Monday to Friday) and from 8.00AM to 12.00 Noon on Saturdays, subject to the deadline explained above. The Receptionist may be contacted in case of problem in identifying the correct tender box. Tenders received after the specified time of their opening will be treated as Late Tenders and may not be considered. Such Late Tenders will be treated as per the Works Policy of BHEL.

For further details or clarifications, if any, the Asst-Engr /C&PR, BHEL-Electronics Division, Mysore Road, Bangalore-560026 may be contacted over telephone 080-23005916 or at [guesthouse@bheledn.co.in](mailto:guesthouse@bheledn.co.in)

### **1. Scope of Work :**

Bidders have to maintain general dis infestation, Pest & Rodent control, cockroach & bed bugs control in our EDN Guest House & Transit Flat on the comprehensive AMC contract manner. Details of guest house & transit flat are mentioned in **Annexure - A**

The scope of work shall include services for treatment of cockroaches, ants, silverfish, bed bugs & other crawling insects, rats & bandicoots etc. in EDN guest house & transit flat including surrounding area.

The treatment/service shall be carried once in a month with a date & time discussed with BHEL official at guest house, as per the occupancy of guest house & transit flat. In addition to the above services, emergency treatment calls shall be attended within 24 hours, as & when required basis with no extra cost.

### **II. Instructions to Bidders :**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed.
2. The tender is to be submitted as required in two parts in separate sealed covers super scribed as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid" and also indicating on each of the covers the tender specification number and due date and time as mentioned in the tender enquiry. Envelope of Part-1 "Techno-commercial Bid" shall contain documents like PAN No., ESI, PF registration No, service tax Reg no etc. **(ANNEXURE B)** and Part-2 "Price Bid" duly quoted in the BOQ format. These two separate covers 1, 2 shall together be enclosed in third envelope and this sealed cover shall be superscripted with tender specification number and due date.
3. . Tenderers who qualify in Technical Bid (Part - 1) will only be considered for opening of Price Bid (Part - 2). The unsuccessful tenderers will be intimated through email for rejection of the technical bid. BHEL may finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid. Rate shall be quoted along with the taxes as mentioned in the Price Bid Format. Rates must be quoted in figures as well as in words

4. On the date of opening of tender, only technical bid of tender shall be opened.
5. BHEL reserves the right to reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
6. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
7. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
8. Tenderers are requested to go through the scope of services, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above services before submitting the offer. Officer -in-charge's decision will be full and final in the event of any query. Any queries regarding this tender may be clarified from Asst Engr-C&PR on Telephone No. 080-23005916 / e-mail : [guesthouse@bheledn.co.in](mailto:guesthouse@bheledn.co.in)
9. The tenderers or their representative may attend the opening of tender, if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

### III. **General Terms & Conditions:**

1. Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are liable to be rejected.
2. BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
3. The Tenderers are required to quote for the complete scope of services in the Price Bid Format. Tenders for part of the services or incomplete in any respect are liable to be rejected.
4. Rates quoted by the bidder will be firm. No price variation and escalation due to increase in labour / material cost will be allowed during the contract period.
5. The rate should be indicated both in words and figures. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
6. **Validity of Offer:** Validity of offer will be 90 days from the date of opening of tender.
7. **Evaluation Criteria:** Evaluation of tender will be done on the basis of Evaluation Price as quoted in the Price Bid Format and L1 bidder will be decided on the basis of cost to BHEL. In case of tie between the Evaluation Price of two or more bidders, the Snap bidding system will be followed to arrive the L-1 bidder.
8. **Subletting:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.

9. **Validity of Contract:** Validity of contract shall be 2 years from the date of start of work. The contract period may be extended for further period of one year on same terms & conditions on the mutually agreed basis.
10. **Payment Terms:** (a) Payment shall be made within 30 days from the date of service/submission of bill whichever is later.  
(b) No advance payment or the payment for mobilization of work will be made to the contractor.  
(c) Bill raised by the Contractor shall be certified by BHEL official at Guest House and the 100% payment will be made within 30 days by NEFT/RTGS from the date of receipt of in complete bill.  
(d) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.  
(e) All payment will be subject to deduction of taxes at source as per rules.
11. **Rework/repeat Services:** In case the services offered are not found satisfactory /ineffective, service will have to be repeated once again at no extra cost.
12. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time, failing which LD as per the prevailing rules of the company will be deducted from the bill
13. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
14. In case of any dispute, the decision of the BHEL Management will be final and binding on the contractor.
15. **Arbitration / Conciliation:** Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of Work, Terms & Conditions, hereinbefore mentioned and as to the quality of service or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of the Head of the Unit or to the sole arbitration of some other person appointed by the Head of the Unit willing to act as such arbitrator. The case referred to arbitration shall be other than those for which the decision of the AGM-C&PR is sought, in which case her decision is to be treated as final and conclusive. The Contractor will have no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Head of the Unit as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.
16. Subject as aforesaid the provision of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

17. It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
18. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
19. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

20. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
21. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
22. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.
23. **Risk Clause:** In case the contractor does not accept the work awarded to him or does not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

## **ANNEXURE A**

### **LOCATION AND DETAILS OF THE BHEL-ELECTRONICS DIVISION GUEST HOUSE**

<b>Address &amp; the location</b>	<b>:</b>	<b>BHEL-EDN TOWNSHIP Chord Road, Vijayanagar BANGALORE-560040 Phone: 080-23005900</b>
Number of rooms	:	23 – General Rooms 04 – VVIP Suites 04 -servant rooms
Dining halls	:	One General & One VVIP Hall
Waiting Hall for VVIPs	:	One
Kitchen	:	One
Office Room	:	One
Lounge Area	:	One
Pantry Room in Ground Floor	:	One
Store Rooms	:	Three
Caterer's Room	:	Two
Toilets	:	Four
Laundry Area	:	One

### **TRANSIT FLAT**

<b>Address &amp; the location</b>	<b>:</b>	<b>E-2, BHEL-EDN TOWNSHIP Chord Road, Vijayanagar BANGALORE-560040 Phone: 080-23218698</b>
Number of rooms	:	four
Dining halls	:	One
Kitchen	:	One
Caterer's Room	:	One
Lounge	:	One
Servant room	:	One

**The bidders are advised to visit the Guest House/Transit Flat before submitting their bids.**

**ANNEXURE B****TECHNICAL-CUM-COMMERCIAL BID****(TO BE FURNISHED BY THE BIDDER)**

**Name of work: TWO YEARS RATE CONTRACT FOR GENERAL DIS INFESTATION, COCKROACH, RODENTS & BED BUGS CONTROL FOR BHEL EDN GUEST HOUSE & TRANSIT FLAT**

**Tender Ref : - C&PR: CH: 211:15-16 dated 25.09.2015**

**A) : Information Part :**

S.N .	Particulars	To be filled by Bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone Number	
5.0	Office	
6.0	Residence	
7.0	Mobile No.	
8.0	Email id.	
9.0	Working Staff Details (Use separate sheet if reqd.)	Furnished/ Not Furnished

**B): ESSENTIAL CRITERIA FOR TECHNO-COMMERCIAL ACCEPTANCE OF BID**

SL NO	PARTICULARS	TO BE FILLED BY BIDDER
1	Whether registered with ESI/PF Authority	YES/NO
2	If yes, indicate PF registration no (Copy of last month contribution paid receipt to be enclosed.)	Enclosed/not enclosed
3	If yes, indicate ESI registration no (Copy of last month contribution paid receipt to be enclosed.)	Enclosed/not enclosed
4	Service tax registration No	
5	If service tax Reg No is not there, is the bidder ready, to submit an undertaking :- a) In case work is awarded to bidder, he shall register with service tax authorities before commencement of work.	Yes/no
6	Execution of work fully as per scope of work & all terms and conditions of work in nit	Acceptable/Not Acceptable
7	Payment terms defined in NIT	Acceptable/Not Acceptable
8	Price validity clause of BHEL	Acceptable/Not Acceptable
9	Contract period mentioned in NIT	Acceptable/Not Acceptable
10	General conditions of contract&NIT	Acceptable/Not Acceptable
11	PAN NO	

Note; If any of the above mentioned criteria is not met, the bid is liable to be rejected



## **DECLARATION**

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / black listed by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

Signature and Seal of the Bidder

## **NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender Document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Signature and Seal of the Bidder

**PRICE BID****TWO YEARS RATE CONTRACT FOR GENERAL DIS INFESTATION, COCKROACH, RODENTS & BED BUGS CONTROL FOR BHEL EDN GUEST HOUSE & TRANSIT FLAT**

SL NO	DESCRIPTION	NUMBER OF SERVICES FOR ENTIRE PREMISES FOR TWO YEARS
1	Odorless gel or herbal paste should be applied in cockroach movement areas like corners, cracks etc., in all areas of EDN Guest House & Transit Flat to control dis infestation & prevent reinfestation	24 SERVICES (ONE SERVICE PER MONTH COVERING SL NO 1,2,3 IN TOTAL)
2	Fumigation of rodent burrows within the premises with suitable fumigant. installation of glue traps at required places	
3	Control of bed bugs at our premises by spraying at joints, cracks, crevices underneath beds, chairs, sofa sets, furniture etc.	
4	Total amount for one service including labour charges & VAT	RS
5	Service tax on labour charges	RS
6	Total amount in Rs.(inclusive of all taxes) for one service	RS
7	Total amount in Rs.(inclusive of all taxes) for two years rate contract	RS

**TOTAL AMOUNT FOR TWO YEARS RATE CONTRACT IN WORDS**

(RUPEES: .....

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