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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: 20.11.2014

TO:

(All the Interested and Prospective bidders)

Dear Sir,

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

Ref.: Tender Enquiry Number : CE/ES/2014-15/09/DADRI-R&M/MP/GS

Tender Enquiry Date : 20.11.2014

Tender Due Date and Time : 12.12.2014 and 1300 Hrs.

Sealed offer is invited against the subject tender enquiry for 'Manpower assistance to BHEL-EDN'. The requirement is for BHEL site office located at NCPS, NTPC Dadri, Gautam Budh Nagar, Uttar Pradesh. The following may be noted.

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

**Mr. G Saravanan / AGM,
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 12.12.2014 at 13:30 hours in the presence of those bidders who wish to be present.

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3. The work shall be for a period of 12 months from the date of award, which is further extendable on the existing terms for a period of three months at the sole discretion of BHEL-EDN.
4. The validity of offer shall be for 90 days from the date of opening.
5. Bidders who wish to participate should have experience in providing assistance to any of the services/works related to receipt, material handling, maintenance of stores and maintenance of records in any power plant of NTPC or any other thermal plants. A copy of the 'Work Order' may be enclosed as proof.
6. This tender document comprises of the following.

SL.NO.	SECTION	PARTICULARS	PAGE Nos.
1	SECTION-1:	INSTRUCTIONS TO BIDDERS	3 to 4
2	SECTION-2:	GENERAL CONDITIONS OF CONTRACT	5 to 8
3	SECTION-3:	SCOPE OF WORK	9 to 10
4	SECTION-4:	PAYMENT TERMS	11 to 12
5	SECTION-5:	ENCLOSURES	13 to 14
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7	SECTION-7:	ANNEXURE – 1 NO DEVIATION CERTIFICATE	17
		ANNEXURE – 2 BIDDER'S CONFIRMATION AND ACCEPTANCE	18
		ANNEXURE – 3 ELECTRONIC FUND TRANSFER FORMAT	19

Kindly acknowledge the receipt of this tender enquiry.

Thanking you,

Yours Faithfully,
For & On behalf of BHEL-EDN

(G SARAVANAN)
AGM/External Services

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SECTION – 1: INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS TO BIDDERS

- 1.1 The offer shall be submitted as 'Single part bid' in a sealed envelope prominently super scribed as follows.

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- 1.2. Bidders who wish to participate should have experience in providing assistance to any of the services/works related to receipt, material handling, maintenance of stores and maintenance of records in any power plant of NTPC or any other thermal plants.
- 1.3. 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.
- 1.4. The successful bidder is required to enter into a 'Contract Agreement' with BHEL-EDN in the prescribed format of BHEL-EDN.
- 1.5. The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.
- 1.6. 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.
- 1.7. 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. Please refer Clause 2 in page 13 of 19 for further clarification.

2. EARNEST MONEY DEPOSIT

- 2.1. EMD clause is waived for this tender. No EMD is to be paid along with the offer.

3. SECURITY DEPOSIT:

- 3.1. Upon acceptance of the Award of Work, the Successful Bidder must deposit the required amount of Security deposit before start of work.

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- 3.2. SD amount applicable is calculated on the Contract Value inclusive of the applicable taxes.
The rate of Security Deposit is as follows:
- i. Contract Value upto Rs.10 Lakhs: 10%
- 3.3. The Security Deposit may be furnished in the form as per the provisions of BHEL works Policy.
- 3.4. Security Deposit can also be recovered at the rate of 10% from the Running Bills. However in such case at least 50% of the Security Deposit amount shall be deposited before the start of work and balance 50% shall be recovered from the Running Bills.
- 3.5. The security deposit shall not carry any interest.
- 4. VENDOR REGISTRATION FOR EFT:**
- 4.1. All New Bidders have to submit Annexure-3 which is duly filled, signed and certified from their respective bank in original copy.
- 4.2. Existing BHEL EDN vendors need not to submit Annexure -3 again.
- 5. WARNING TO BIDDERS**
- 5.1. All bidders are refrained from contacting BHEL EDN officials after submitting bids.
- 5.2. 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' at NTPC Dadri Site. The guarantee and workmanship clause is not applicable.
- 1.3. The work shall be executed 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.
- 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 and to carry out the work accordingly.
- 1.6. 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 or should provide experienced workmen, to be careful so as to avoid any accidents or damage to themselves or materials.
- 1.7. 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.
- 1.8. 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.
- 1.9. Any person below the age of 18 years shall not be deployed for this contract work.
- 1.10. 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

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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.

- 1.11. The Contractor shall 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.
- 1.12. 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.
- 1.13. 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.
- 1.14. 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:

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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 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.
 - 4.1.1. Continued Poor work progress
 - 4.1.2. Withdrawal from or abandonment of the work before completion of the work.
 - 4.1.3. Corrupt act / Insolvency of the contractor.
 - 4.1.4. Persistent disregard of BHEL-EDN instructions
 - 4.1.5. Contractor workmen's strikes / lockout not settled within a period of one month.
 - 4.1.6. Assignment, transfer, subletting of the contract work without written permission from BHEL.
 - 4.1.7. Non-fulfillment of any contractual obligations.
- 4.2. While every endeavor will be made by BHEL-EDN to complete the work in time as per the contract, BHEL-EDN cannot guarantee uninterrupted work due to conditions beyond its

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control. The contractor will not be entitled to any compensations / extra payment on this account.

Note: The interpretation and meaning of *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 Contract 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 Contract 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 – 3

SCOPE OF WORK

1. BRIEF SCOPE OF WORK:

- 1.1. Workmen supplied by the contractor to BHEL-EDN site office at NTPC, Dadri shall consist of one Store Assistant (Skilled) and Two Helpers (Semi-Skilled). Depending upon the work situation at site, the requirement of number of helpers may be increased or decreased on monthly basis at the discretion of BHEL-EDN site engineers. These workmen shall be carrying out Store and Office works as directed by BHEL-EDN Site engineer.
- 1.2. The Store Assistance should carryout supervising work at BHEL-EDN Store and Office during material Loading, Unloading, Stacking, Restacking, Issuing, Receiving, Verification, Recording, Maintaining Store and Office Records, and assisting BHEL-EDN Engineers in store and office related works as directed by BHEL-EDN Engineer.
- 1.3. The Helpers should carry out Store and office related Labour works at BHEL-EDN Stores and 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.
- 1.4. The Normal Working Hours, Working Days and Holidays shall be in line with NTPC Dadri. During peak period of site R&M work, the workmen 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. Any overtime on this account should be dealt by contractor to his workmen directly and the Rate quoted in Schedule of Price shall consider this and shall remain firm throughout the Contract Period.
- 1.5. 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 and Store on time.
- 1.6. The Motor cycles/vehicles used by the workmen for carrying out this contract work shall have valid documents like Insurance cover, RC Book, Vehicle fitness certificate, License, NTPC Gate pass, etc., if applicable.

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- 1.7. The contract workers or contractor himself has to arrange their own accommodation. In case, if contractor requires, then he has to apply & pay to NTPC through BHEL. In any case, BHEL can't guarantee the provision of accommodation from NTPC.
- 1.8. The work is to be normally carried out at BHEL-EDN Stores and Office. However in certain cases BHEL-EDN Engineer may instruct the contractor's workmen to assist BHEL-EDN Engineers at any place of work.
- 1.9. The workmen should behave decently with BHEL EDN Engineers. Any disturbance to the BHEL's site work on the account of workmen's behaviours inside the plant should be addressed and resolved immediately by the contractor.

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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 within first 10 days of 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.
- 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. 90 % value of the Measurement Certified by BHEL-EDN Engineer shall be paid with Service Tax at the rate of 12.36% on 90% for every RA Bill. Balance 10% with Service Tax at the rate of 12.36% on 10% for every RA Bill will be paid along with final bill and completion of formalities.
- 1.6. The following Deductions will be done in every RA Bill:
 - 1.6.1. SD deduction (at the rate of 10%) refer clause 3.4 in page 4 of 19, if applicable
 - 1.6.2. 10 % value of the Measurement Certified by BHEL-EDN Engineer with Service Tax at the rate of 12.36% on 10% for every RA Bill.
 - 1.6.3. Deduction recommended by BHEL-EDN site in charge towards rent of Quarters & others, if applicable
 - 1.6.4. taxes & surcharges levied by Indian 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.

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- 1.8. The contractor shall be advised to check the received payments every time and acknowledge the BHEL-EDN site office. Incase 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 submission of all the documents, refer clause 5 in Page 14 of 19.
- 1.10. 100% SD will be refunded after settlement of final bill and completion of formalities.
- 1.11. On a very rare condition, If this contract has been revoked under clause 4.1 in page 7 of 19, then the contractor shall not be entitled for any further claim on BHEL. The SD amount will be forfeited and any payments due to BHEL/NTPC shall be recovered from RA Bills.

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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 should be indicated in Bidder's offer Letter.
 - 2.1. Bidder's offer Letter (Page 0)
 - 2.2. Duly signed and sealed one set of Complete NIT (Page 1 to 19)
 - 2.3. Filled and duly signed Annexures – 1, 2 & 3. (Page 20 to 22)
 - 2.4. Filled and duly signed Schedule of Price (Page 23)
 - 2.5. Service Tax Registration Certificate copy. (Page 24)
 - 2.6. PAN card copy. (Page 25)
 - 2.7. IT returns form of Previous Financial Year (2013-14) (Page 26)
 - 2.8. Copy of Power of Attorney /Affidavit (Page 27)
 - 2.9. Work Orders (Page 28 onwards)
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. Balance SD amount and Confirmation for Mode of SD payment.
 - 3.4. Contract Agreement with BHEL.
 - 3.5. 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.

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- 4.3. Attendance sheet copy.
- 4.4. Monthly wage sheet copy
- 4.5. PF paid challans copy
- 4.6. Copy of Service Tax paid challan for Previous RAB Invoice
- 4.7. Labour Plant Entry Gate Pass copy
5. The contractor shall submit the following documents, ***after completing the contract period.***
 - 5.1. PF forms 3A & 6A
 - 5.2. No Due Certificate from Workmen
 - 5.3. Labour/Material Entry Gate passes Closing copy.
 - 5.4. No Due Certificate from BHEL EDN Site In charge
 - 5.5. Original Wage Sheet and Attendance Sheet.
 - 5.6. Security Deposit claim Forms
 - 5.7. NO further claim Certificate of Contractor.
6. BHEL shall put each & every effort to end this contract successfully. Failure to co-operate with BHEL to do so, will lead to revoke this contract at the risk and cost of contractor in the extreme cases, please refer Clause 4.1 in page 7 of 19 and Clause 1.13 in page 12 of 19.

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SECTION – 6
SCHEDULE OF PRICE

Sl. No.	PARTICULARS	TOTAL Quantity. (Man Months)	UNIT RATE Per Month in Figure (Rs.)	TOTAL AMOUNT In Figure (Rs.)	TOTAL AMOUNT In Words (Rs.)
1	Store Assistant	12			
2	Helpers	24			
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. Offer on per month basis may be provided for Store Assistant and Helpers.
2. 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.
3. The *CONTRACT PERIOD* is **12 months** starting from Zero Date (Issue of LOI/WO date).
4. 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.
5. Bidder's *CONTRACT PRICE* shall be considered for evaluation unless stated otherwise.

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6. **Per Month Rate should be quoted for UNIT RATE.** In case of Unit Rate is unreasonably very much low for per month estimated Unit Rate, the interpretation of Unit Rate by BHEL-EDN Engineer shall be final unless stated otherwise.
7. The quoted *UNIT RATE* of each *PARTICULARS* and Contract price will remain firm throughout the *CONTRACT PERIOD*. Please refer Clause 1.12 in page 6 of 19, Clause 1.4 in Page 9 of 19 and Clause 1.5 & 1.6 in Page 11 of 19, before quoting the *UNIT RATE*.

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

Place:

Date:

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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' at NTPC Dadri 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

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

WORK: 'Manpower assistance to BHEL-EDN' at NTPC Dadri Site.

Tender Enquiry Number: CE/ES/2014-15/09/DADRI-R&M/MP/GS Dated: 20.11.2014

Tender Due Date and Time: 12.12.2014 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 Dadri 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:

Company Seal

Telephone NO. with STD Code

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