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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Phone : +91-80-26989240
+91-80-26998658
Fax : +91-80-26989222
+91-80-26989217
E-mail : saravanang@bheledn.co.in
Mobile : +91-9900541230

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

REF: CE-ES/NTPC TANDA-2/STORES/GS

DATE: 06. 02. 2017

ADDRESSED TO: ALL THE PROSPECTIVE BIDDERS

Dear Sir,

Sub. : Tender enquiry for the work of “**Unloading / Restacking of Control & Instrumentation Materials**” for BHEL EDN Site at NTPC TANDA, Stage-II, 2x660 MW, P.O. Vidyuthnagar, Dist. Ambedkarnagar, Uttar Pradesh-224 238.

Ref.: Tender Enquiry Number : **CE-ES/2016-17/016/TANDA-2/STORES/GS**

Tender Enquiry Date : 06.02.2017

Tender Due Date and Time : 22.02.2017 and 13:00 Hrs.

Tender Opening Date and Time : 22.02.2017 and 13:30 Hrs.

Sealed (Single part) offers are invited against the subject tender enquiry for the work of “**Unloading / Restacking of Control & Instrumentation Materials**”. The following may be noted.

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

Mr. G Saravanan / AGM,
External Services Department, NEB 5TH Floor,
BHEL-Electronics Division,
P.B.No.2606, Mysore Road,
Bangalore – 560026, Karnataka.
Phone: 080-26989240, 26998658
e-mail : saravanang@bheledn.co.in / extservices@bheledn.co.in

2. Offers submitted in soft form or online offers are not acceptable.



3. The Offers received by the tender due date and time will be opened at Tender opening room near the reception, BHEL-EDN, Bangalore on 22.02.2017 at 13:30 hours in the presence of those Bidders who wish to be present. Offers received after tender closing due date & time will not be considered.
4. The Estimated value for the work is Rs. 6.12 Lakhs(Rupees Six Lakhs and Twelve Thousand only)
5. An amount of Rs. 13,600/- (Rupees Thirteen Thousand Six Hundred only) towards 'Earnest Money Deposit' (EMD) is payable along with the offer.
6. The Duration of work shall be for a period of 36 months from the date of award, which is further extendable on the existing terms for a period of six months at the sole discretion of BHEL.
7. The validity of offer shall be for 90 days from the date of opening of the Bid.
8. Any request for extension of Due date will not be considered under any circumstances.
9. For any clarification, please contact AGM / External Services, BHEL EDN
10. The equipment/material to be handled by the Contractor consists of Control and Instrumentation System, along with the associated auxiliaries for BHEL-EDN site at NTPC Tanda, UP. These materials will be supplied from our manufacturing units as well as our Vendors located both in the country and abroad. The delivery of these materials will be inside the project campus by road transport.
11. 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 CERTIFIATE

For & On behalf of BHEL-EDN

(G SARAVANAN)

AGM/External Services

Place: Bangalore
Date: 06.02.2017

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SECTION-1

INSTRUCTIONS & CONDITIONS OF CONTRACT

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

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2. The quoted price shall be exclusive of the applicable taxes.
3. The Bidder should have carried out similar work of Unloading / restacking of Controls & Instrumentation package Materials. POWO copies of previous jobs may be enclosed as evidence.
4. The work is to be executed at BHEL EDN Site office, NTPC TANDA, Stage-2 (2 x 660MW), P.O. Vidyuthnagar, Dist. Ambedkarnagar, Uttar Pradesh-224 238.
5. **The Bidder is advised to visit project site to familiarize themselves with the site conditions and nature of work before quoting for the tender.**
6. 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.
7. The tender is likely to be finalized in a short time.
8. The Bidder shall mobilize his men, materials, tools & tackles to site within 7 (Seven) working days from the date of intimation from BHEL in their LOI / WO.
9. An amount of Rs. 13,600/- (Rupees Thirteen Thousand Six Hundred only) towards 'Earnest Money Deposit' (EMD) in the form of " Pay Order " or "Demand Draft" drawn in favour of 'Bharat Heavy Electricals Limited' payable at Bangalore shall be submitted by the Bidder along with the offer.
10. The EMD shall not carry any interest and the EMD of successful Bidder may be adjusted towards part of Security Deposit.
11. The EMD of the unsuccessful Bidders will be returned normally within 30 days from the date of 'acceptance of the award of work' by the successful Bidder.
12. Security Deposit (SD) @ 5 % of the work order value (including applicable taxes) is payable by the successful Bidder. The successful Bidder has option to

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pay a minimum of 50 % of the SD before start of work and balance 50% can be recovered from the payments towards the work carried out through RA Bills.

13. The SD amount shall be paid through "Pay order "OR "Demand draft" OR Bank Guarantee" in favour of BHEL, payable at Bangalore.
14. The security deposit shall not carry any interest.
15. **Return of Security Deposit:** 100 % of the SD amount will be released after 30 days from the date of submission of Final bill on receipt of the required declaration forms for release of SD along with production of "NO DUE Certification" from BHEL Site Engineer, NTPC Tanda site.
16. The Bidder shall submit a certificate to BHEL declaring that the Bidder has complied with all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract and provide relevant documents as proof, during contract closing in BHEL's prescribed Format.
17. In addition to the local laws and regulations the Bidder shall also comply with the Minimum Wages Act, Building & Other Construction Workers BOCW Act. The Payment of Wages Act and the rules made there under in respect of labour currently employed on or connected with the contract shall be followed.
18. 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.
19. The work shall be taken up and completed as per the requirement of BHEL.
20. Apart from Service tax any other govt. taxes as applicable from time to time shall be borne by the Bidder. Proof of Service tax remittance challan along with declaration for having made the remittance to Govt., must be submitted to BHEL for getting the subsequent periodic payments.
21. The Bidder shall arrange to obtain valid gate passes for their workmen and equipment's from the concerned authorities (NTPC / CISF). The Bidder shall furnish documents such as Address Proof, police verification certificate, PF registration, ESI, Bank Account details etc. for their workmen as may be required by NTPC Tanda. ESI registration for workmen is a must for NTPC Tanda formalities.



22. 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 Bidder shall be held fully responsible for any delays / losses / damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
23. Carrying inflammable materials / striking of matches, lighters or smoking or other acts which may cause fire hazards in the restricted area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas etc. is strictly prohibited.
24. The Bidder shall compulsorily provide personal protective equipment's to his employees & in the event of his not providing them, it will be provided by BHEL at Bidder's risk and cost of the same will be recovered from the bill/s.
25. All necessary personal safety equipment as considered adequate by the BHEL site Engineer should be made available at Bidder's cost for use by the persons employed at the site and be maintained in a condition suitable for immediate use. The Bidder should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.
26. The Bidder shall obtain permission from appropriate authority / license if required under any applicable law regulations for engaging labours for execution of the work and observe all terms and conditions of the said authorization / license.
27. The Bidder has to make his own arrangement for T&P like Hydraulic Crane, Hydraulic Hand Trolley, Slings, Hydraulic Jacks, Chain pulley blocks, D-shackles etc., safety appliances and consumables required for the above job, whenever required as per the instructions of BHEL site Engineer.
28. The work shall be executed as per the direction and to the satisfaction of BHEL site Engineer. Decision of BHEL site Engineer will be firm and binding on all matters.



29. Any person below the age of 18 years shall not be deployed for the work inside NTPC Tanda plant premises.
30. The Bidder shall be required to pay full wages to the workers as per prevailing rules.
31. The Bidder has to comply with the safety requirement of the NTPC TANDA, plant premises.
32. The Bidder shall observe all formalities as per PF & ESI act or Workmen Compensation Insurance, as applicable.
33. The Bidder shall be liable to comply with provisions under the various labour legislations. Besides other obligations under the labour legislations he is required to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief labour commissioner, Provident fund under the Provident Fund Act, compensation under the workmen compensation Act, Retrenchment compensation etc.
34. The Bidder shall indemnify BHEL / NTPC-TANDA against all claims, damages and compensations on account of his failure to comply with statutory provisions.
35. 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 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 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.
36. The Bidder shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
37. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Bidder 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 Unit head of BHEL-EDN or any Officer duly authorized by him on his behalf and the decision of the Arbitrator shall be final and binding on the parties.

38. As per NTPC TANDA, Stage-2 plant statutory requirement, the Bidder 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. Bidder shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.
39. No complaints from Bidder's workmen with regard to nature of work entrusted or place of work will be entertained.
40. The Bidder or his authorized representative shall be available at BHEL Site Office daily for receiving necessary instructions from Engineer-In-Charge, BHEL and to carry out the work accordingly.
41. The Bidder should note that the labour under their contract will be working in the vicinity of running equipment's and they should give proper instructions to all the workers under their control to be careful so as to avoid any accidents.
42. The Bidder is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.

Note: The term 'Company' means BHEL and "Customer" means NTPC Ltd., TANDA.



SECTION-2

SCOPE OF WORK & PAYMENT TERMS

1. The equipment/material to be handled by Contractor consists of Control and Instrumentation System, along with the associated auxiliaries. These materials will be supplied from our manufacturing units as well as our vendors located both in the country and abroad. The delivery of these materials will be inside the project campus by road transport.
2. **BRIEF SCOPE OF WORK:** Receiving the material at site as and when delivered, unloading from Trucks/ Trailers/ Containers, shifting to BHEL storage shed/yard or if required, to any other area within NTPC TANDA plant for storage, checking the shipments for physical damages & reporting, re-stacking/rearranging. All the works shall be carried out as per the instructions of BHEL engineer.
3. It shall be the responsibility of the Contractor to keep in touch with BHEL Engineer at site and find out the schedule of arrival of consignments. For this the Contractor or his authorized person shall contact the BHEL Site Office every day should be available at work spot when required for unloading.
4. The Contractor has to use his own or arrange suitable equipment for safe handling and shifting of materials, including all necessary Tools & Plants required for the above work.
5. Transport vehicles if used for transportation of equipment to the designated location (within NTPC TANDA plant premises) has to be arranged by Contractor. All such vehicles used for the work should have valid documents like Insurance cover, RC Book, Vehicle fitness certificate etc.
6. The unloading is to be normally carried out at BHEL stores. However in certain cases BHEL Engineer may instruct the Contractor to unload the materials at any place within the plant premises. The quoted rate shall remain valid for this work also.
7. The Contractor has to ensure that the unloading and removal of materials from unloading places is carried out within the permitted times. The materials

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unloaded, shall be shifted to project stores / storage yard and properly stacked immediately as per the instructions of BHEL Engineer. He has to ensure that the area is kept free and avoid jamming.

8. After unloading, the materials may need to be restacked / shifted within the NTPC TANDA plant premises as per the instructions of the Engineer. The activity of restacking shall be applicable and payable only if the materials need to be shifted and restacked to different location with the help of material handling equipment as per the instruction of BHEL Engineer. The Contractor will have to carry out the instructions of the BHEL Engineer and will be paid as per item No. 2 of the Schedule of Price for this restacking work.
9. Materials already received at site (i.e. before award of this contract) or materials unloaded by transporter (as per his contract with BHEL) shall be relocated, stacked on the instructions of BHEL ENGINEER. Payments for such works will be made by BHEL as per the rates quoted under Item No. 2 of Schedule of Price of this tender.
10. Unloading of materials from vehicles, at storage area / work site stacking and restacking shall be done in the presence of or as per the directions of BHEL representative.
11. All payments will be released after completion of work on monthly basis. The Contractor has to submit monthly RA Bills to BHEL EDN Site office and after certification by BHEL site Engineer, payment will be processed.
12. **Mode of payment:** Payments will be made through Electronic Fund Transfer (EFT) and the charges shall be borne by the Bidder. EFT mandate is to be filled up and duly signed by authorised Bank officer and a cancelled Cheque is to be submitted along with this tender. Return of EMD to unsuccessful Bidders will also be through EFT.
13. All monthly payments will be released from BHEL EDN, Bangalore. This process will take about 30 days approximately. Bidder to note this. Bidder to ensure timely payment to their workmen without relying payment from BHEL.
14. Service tax and other applicable taxes shall be paid extra. A copy of service tax registration certificate shall be enclosed along with the offer.

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15. Income tax plus surcharge as applicable will be deducted from the gross amount of each bill. A copy of the IT PAN card may be submitted along with the offer.
16. Measurement sheets for the quantum of work carried out shall be submitted by the Contractor to BHEL Engineer. After due verification, the Engineer will certify regarding the actual work executed in the measurement books, which shall be accepted by the Contractor in measurement book.
17. The Gross weight as indicated in the packing slip will be considered for payment purpose. In case the details of the weight are not available, the BHEL Engineer will refer other documents like drawings / dispatch documents to arrive at the weight of the consignment. The decision of BHEL Engineer is final and binding on the Contractor.
18. Contractor shall submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.
19. Shortage / damage reports to be submitted on "BHEL's standard materials management forms".
20. PAYMENT TERMS: Subject to any deduction which BHEL may be authorized to make under the contract, the Contractor on the certificate of the Engineer at site is entitled for payment as explained hereunder:

For Item No.1 OF SCHEDULE OF PRICE: 90% (Ninety per cent) payment for the executed quantities (pro-rata basis) along with the service tax & other applicable taxes (if applicable) on invoice value shall be released after the materials are unloaded, shifted & stacked at project stores / open yard and verified as per LR / LWB / box packing slip subject to furnishing of following information along with the bill.

- 20.1 Material unloading: quantity of material for each consignment.
- 20.2 Shortage report / open delivery taken with respect to LR / LWB, if any and acceptance thereof by transporters in respect of above shortage / open delivery.



- 20.3 Weights of the materials handled duly certified by the Engineer.

21. For the Item No.2 of SCHEDULE OF PRICE, 90% (Ninety Percent) payment for the executed quantities (pro rata basis) along with the service tax (if applicable) on invoice value shall be released after the materials are relocated / restacked /Shifted on the instructions of BHEL Engineer and the weights to be indicated.

22. For Item No.1 & 2 OF SCHEDULE OF PRICE: 10% (Ten Percent) of the amount withheld (pro rata basis) against earlier bills shall be released (Pro- rata basis) along with the final bill to be submitted at the end of completion of contract.

23. The Contractor shall submit copies of the following documents to BHEL Engineer before commencement of work:-

- PF Registration / Membership certificate
- ESI document for workmen
- Workmen Compensation Insurance policy for workmen
- BOCW registration certificate

The Contractor shall submit the following documents to BHEL along with every RA Bill to BHEL Engineer :-

- Attendance sheet (Muster roll) for the man power engaged
- Monthly wage sheet
- PF paid challan for the billing period as applicable
- ESI paid challan for the billing period as applicable
- Proof of remittance of service tax challan for the previous RA Bill



SECTION – 3: SCHEDULE OF PRICE

Sl. No.	ITEM PARTICULARS	UOM	TOTAL QUANTITY.	UNIT RATE, in Rs.	TOTAL AMOUNT in Rs.	TOTAL AMOUNT in Words
1	Unloading and storage of materials.	Metric Ton	1000			
2	Restacking of materials.	Metric Ton	700			
GRAND TOTAL						

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

1. All the quoted rates should be exclusive of all applicable taxes.
2. Bidders should quote for all the items in Rate Schedule non-compliance to this may lead to rejection of offer.
3. The Rates shall be entered in figures as well as in words in clear legible writing. No overwriting is allowed. 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. The GRAND TOTAL price shall be considered for evaluation after arriving at the lowest offer.
5. The quantities of the various items mentioned in this rate schedule are approximate, based on very preliminary information and may vary i.e., Either increase OR decrease. The quoted rates of each item will remain firm throughout the period of execution.

(Signature of the bidder with seal)

Place:

Date:

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SECTION-4
NO DEVIATION CERTIFICATE

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

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WORK: Unloading / Restacking of C&I Materials of BHEL Site office at NTPC TANDA
TPP, Stage-II, P.O. Vidyuth nagar, Dist. Ambedkar nagar, UP-224 238.

With reference to the above mentioned work, I / We,..... of
M/s.confirm that, as per the tender
terms and conditions, I / We have visited Site before submission of our offer and noted
the job content and site conditions etc. I / We also confirm that, I / We have not
changed / modified the tender documents as appeared in the website and in case of
observance at any stage; it shall be treated as Null and void. I / we hereby confirm
that, we have not taken any deviations from the tender clauses together with other
references as enumerated in the above referred NIT and I / We hereby confirm our
unqualified acceptance to all terms and conditions as stipulated in the tender
specification. In the event of observance of any deviations in any part of our offer, at a
later date whether implicit or explicit, the deviations shall stand null and void. I /
We confirm to have submitted our offer in accordance with tender instructions.

(Signature of the Bidder With seal)

Place:

Date:

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