

**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM – HYDERABAD -32
M&S – P&C**

Tender Notice No: M&S/P&C/2016/82

Dated: 12.11.2016

Tender in two parts (Techno-commercial & Price bid) will be received by the undersigned in sealed cover from the contractors satisfying the pre-qualification requirements. The following should be legibly written on the cover – Tender notice number, tender date, name of work, due date of opening. Tenders will be opened at 13:30 hrs on the due date in the presence of bidders or their authorized representatives in BHEL, Administrative Building (Vendor Complex) Ramachandrapuram, Hyderabad - 32.

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|----|---------------------------------|--|
| 1 | Name of the work | Calibration & certification of pressure gauges, Compound gauges and differential gauges of Oxygen and Nitrogen tanks. |
| 2 | Earnest Money Deposit | Rs.400/- |
| 3 | Estimated Cost | Rs. 19,800 + Service Tax |
| 4 | Cost of Tender Documents | Nil |
| 5 | Tender Sale start Date | 12.11.2016 |
| 6 | Tender Sale Close Date | 02.12.2016 at 14.00 hrs |
| 7 | Last Date of receipt of tenders | 03.12.2016 at 10.00 hrs |
| 8 | Opening of tenders | 03.12.2016 at 13.30 hrs |
| 9 | Contact Number and email | 040-23182532 , manohar@bhelhyd.co.in |
| 10 | Period of contract | 10 days |

Name & Address of the contractor:

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Tenderers are requested to sign and put seal on all pages of tender documents and submit.

Signature of the contractor

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PRE QUALIFICATION REQUIREMENTS

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

i)Experience:

- a) Particulars of experience / credentials for the works executed of similar nature in the last 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month.
- b) Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

Similar work Means : **Calibration of Oxygen/Nitrogen Gauges**

ii) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".

iii) PAN No. (In case not available, proof of having applied with acknowledgement from authority).

iv) Service Tax / VAT registration copy. (whichever is applicable).

1. Contractors shall submit Experience certificate along with the technical bid .
2. The amount of Security Deposit should be paid 5% of the order value before commencement of work.
3. Techno-commercial bid duly signed on all pages along with original DDs for EMD and Tender document cost as mentioned above.
4. Price bid duly filled in & duly signed without any conditions/remarks.

The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as "Technical bid for....." and Price bid shall be super-scribed as "Price bid for....."

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with "Tender documents of....." and shall be sent to Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.

BHEL will not be responsible for any postal delays. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.

Signature of the contractor

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Terms & conditions

1. The Percentage of Excess/Less/on par is to be quoted on estimated Rate/amount in Price Bid format
2. All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
3. All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer.
4. Issue of tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
5. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms and conditions mentioned in the documents.
6. Quotation should be valid for a period of three months from the date of opening of Techno Commercial Bid.
7. No other person except Contractor's authorized representative will be allowed in BHEL premises.
8. Contractor is solely responsible for the payment of wages/salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.
9. Within BHEL premises, the contractor's personnel should not do any work other than their normal duties.
10. All claims for injury or damage to any person/ property caused by his negligence or negligence of his employees while on operation are to be settled by contractor
11. BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reason with a notice period of 30 days.
12. The rates quoted shall remain valid for entire contract period.
13. An amount towards EMD shall be paid by demand draft drawn in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the techno-commercial bid. No interest will be paid on EMD. The EMD is returned to the unsuccessful bidder only after one month from the date of finalization of tender.
14. EMD – Earnest Money Deposit will be forfeited in case of the following:
 - a) On withdrawal of the bid or increase in rates or changes in the bid conditions after opening of tender.
 - b) On refusal to enter into a contract after the contract is awarded.
 - c) In case of cheating, committing frauds, providing false information during any stage of tender process.
 - d) If the successful tenderer does not commence the service from the date indicated in PO.
15. EMD furnished by the successful bidder will be adjusted as part security deposit towards contract performance guarantee and shall be refunded within three months of the date of expiry/completion/revocation of the contract. In the event of the agency failing to comply with any provision of the contract, the security deposit shall be forfeited by BHEL.
16. Successful tenderer shall pay the Security Deposit of 5% of the order value as per the works policy 2016.
 - a. Cash (as permissible under income tax act)
 - b. The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
 - c. Minimum 50% of the Security Deposit amount should be paid by Cash or Demand Draft at the time of agreement and before commencing the contract, balance 50% to be recovered from Monthly bills to the Maximum of 5% of the Total Contract value.
 - d. The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.

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17. In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the efficiency/anomaly within three days failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.

18. Non – compliance of any provisions under the act/rule/ instructions/guidelines shall make the contractor liable for penal action including termination of contract.

19. Work shall be done on any day with the written permission and approval by competent authority. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.

20. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.

21. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen’s compensation act or otherwise confirm to the provisions of the said act in regard to such accident.

22. The contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, RCPuram, Hyderabad – 502032.

23. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.

24. Whenever the term — CONTRACTOR is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor’s authorized agents, who are entrusted with the work by contractor.

25. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance scope of work.

26. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.

27. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) Telangana only shall have the Jurisdiction.

28. Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.

29. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

Signature of the contractor

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30. All disputes, claims and demands arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties each party can appoint one Arbitrator and the Arbitrators so appointed can appoint a Presiding Arbitrator. The proceedings of the tribunal shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the Arbitrators may direct. The Award to be given by the Arbitral Tribunal shall be a speaking award. The arbitration costs, fees and expenses shall be borne by both the parties equally. The award of the tribunal shall be final and binding on both the parties equally. The award of the tribunal shall be final and binding on both the parties. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of the Courts at Sangareddy, Medak District, Telangana.

31. Taxes will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.

32. FINALIZATION OF TENDER: The price bids of all the technically qualified would be opened and scrutiny shall be carried out. All qualified price bids shall be arranged in ascending order of basic rate and L1 party would be decided on basic cost separately

33. PENALTY CLAUSE: Penalty clause is applicable in case of delay in execution of work beyond completion period. Rate of penalty applicable is 0.5 % per week or part thereof to a Max of 10% of the balance work.

34. Any discrepancies in the tender documents shall be brought out separately on a letter.

35. Price bids should not contain any written content other than the quoted prices. Even if any content is written it shall not be considered.

36. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

General instructions to bidders:

1. Bidders are required to go through instructions carefully and complete all the formalities as required. In event of furnishing false or incorrect information, the offers shall be rejected and no correspondence will be entertained in this regard.

2. Bidders are required to submit the offer in two parts.

I) Techno-commercial bid along with un-priced bid

II) Price bid.

Each bid shall be kept in separate envelopes, which should be properly sealed. Both envelopes shall be put together in a large envelope and shall be submitted to concerned official at Vendor Complex as per the tender date and time.

3. Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are mentioned the offer shall be rejected and no correspondence will be entertained in this regard.

4. The techno-commercial bid should accompany the Demand Draft for Earnest Money Deposit and cost of tender document along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit/ Document cost along with the technical bid, the offer is liable to be rejected.

Signature of the contractor

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5. Bidders are required to submit duly filled in tender documents before 10.00 hrs as mentioned earlier at Vendor Complex, Administrative Building (BHEL).
6. The techno-commercial bids will be opened on the same day as mentioned earlier at 1330 hrs at Vendor complex, BHEL, RCPuram.
7. Bidders or bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.
8. L1 party would be decided based on the 'basic rate'. However, negotiations will be carried out if Rate quoted by L1 party is greater than our estimation.

Special conditions:

- 1 Contractor shall provide Master gauge certificate copy for the testing equipment.
- 2 Stickers to be paste on gauges after calibration.
- 3 Contractor should bring the testing/calibration equipment.
- 4 Contractor should should submit the test certificates in proper format after completion.

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**BHARAT HEAVY ELECTRICAL LIMITED
RAMACHANDRAPURAM :: HYDERABAD
M&S – P&C**

Name of the work Calibration & certification of pressure gauges, Compound gauges and differential gauges of Oxygen and Nitrogen tanks.

Tender Notice No. **M&S/P&C/2016/82** **Dated 12.11.2016**

Tender Close on 03.12.2016 at 10.00 hrs

Tender Open on 03.12.2016 at 13.30 hrs

Tender Document (Price Bid - Part B)

| S.No | Description of work | Qty | Estimated Rate | Estimated Amount |
|------|---------------------------------------|--------|----------------|------------------|
| | Calibration of Oxygen/Nitrogen Gauges | | | |
| 1 | Compound Gauges | 4 Nos | 900 | 3600 |
| 2 | Differential pressure gauges | 4 Nos | 900 | 3600 |
| 3 | Pressure Gauges | 14 Nos | 900 | 12600 |

Total Estimated Rs. 19800

Total Estimated value is Rs. 19,800 + Service Tax

| Tender Charges in % | in figure | in words |
|-------------------------------|-----------|----------|
| Excess | | |
| Less | | |
| At par with estimation | | |

Taxes Applicable :

Note: The tenderers are required to quote their value in Percentage (%) basis at excess or less or on par with our estimated value.

(Signature & Stamp of the Tenderer)