



Tender No.- 9471900075

July 24, 2019

	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT Tiruchirappalli – 620 014 WORKS CONTRACTS MANAGEMENT</p> <p>Phone: 0431 – 257 8109, 1607; E-mail: kevin@bhel.in, gopalk@bhel.in Website : www.bhel.com</p>	<p align="center">AN ISO 9001 COMPANY</p>
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NOTICE INVITING TENDER

Dear Sir/ Ma'am,

Subject: **Two Part Tender Inviting Techno-commercial and Price Bids** for (1) AMC for Proximate Analyser and (2) AMC for Mercury Analyser and Microwave Digester in Coal Research Centre, BHEL -Trichy for Two years.

Please submit your competitive offer for the above subject work as per the conditions given in the WORK/ RATE SCHEDULE and tender conditions enclosed along with the tender.

1.	Name of Vendor	M/s. IR TECHNOLOGY SERVICES (P) LTD (11239)
2.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-I bid.
3.	Location of work	BHEL Trichy complex.
4.	Period of contract	Two years from date of commencement of work.
5.	Last date/ time for receipt of tender	10.00 AM on dt. 03.08.2019
6.	Date/ time of opening of Techno-commercial bids	10.30 AM on dt. 03.08.2019 Change in opening date, if any, will be intimated later.
7.	Tender will be opened at	ONLINE PORTAL.
8.	Date of price bid opening	The Date/ Time of Price Bid Opening will be intimated to the Techno-Commercial Qualified Tenderer separately.
9.	Total EMD & SD amount	Nil
10.	Working Area Contact details for clarification(s) related to scope of work	M Kurinjarasi / Dy Manager Coal Research Email: kurinji@bhel.in; Phone: 257 7597, 98406 50046.

Place:

Date:

Signature of Authorized Signatory
with seal & full address



SPECIAL INSTRUCTIONS:

1. This Tender is subject to:
 - **Techno-Commercial Bid (Part-I)**
 - (i) Techno-Commercial Bid.
 - a. General Details
 - b. Qualifying Criteria for the contract.
 - c. Scope of Work and Technical Terms & Conditions - Qualifying Criteria.
 - (ii) Special Conditions for contract finalization.
 - (iii) General Terms & Conditions for contract execution.
 - **Price Bid (Part-II)**
 - **Annexures (I, and II)**
2. Techno-Commercial bid along all Terms & Conditions shall be duly signed and stamped in all pages, and placed in a cover duly superscripting as “**TECHNO-COMMERCIAL BID / PART-I**”. Bids submitted with Incomplete, and/ or incorrect techno-commercial details will be liable for rejection.
3. Tenderer should furnish the rate in the enclosed price bid/ Part-II format, and shall be duly signed and sealed in all pages, and placed in a separate cover duly superscripting as “**PRICE BID/PART-II**”.
4. **There will be 2 Separate covers. First cover for Techno-commercial Bid (PART-I), and second cover for Price Bid (PART-II).**
5. The above 2 covers shall be placed in a common sealed cover, and submitted before the said due date & time as given above superscripting the **tender no. & date, and due date.**
6. At the time of opening of Techno-commercial/ Price Bid, the representatives should produce the authorization obtained from the authorized signatory (Performa attached as Annexure-I) of the tenderer specifying the purpose.
7. **Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.**

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I. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

1. **Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 or any other unit will not be allowed to participate in the tender**, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
2. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
3. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders not in accordance with the tender conditions herein contained, and the tenders not in original are liable to be rejected.
4. All entries in the tender documents should be in one ink. Erasures, and overwriting are not permitted. All cancellations, and insertions should be duly attested by the tenderers concerned.
5. Quotation should be valid for a period of four months from the date of Techno-commercial bid opening.
6. Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
7. Unit rates should be quoted in figures as well as in words for all the items shown in price bid. Wherever there is a discrepancy, it shall be dealt in line with the terms & conditions mentioned in the tender.
8. The tender must be signed separately and legibly by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
9. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
10. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
11. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

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12. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's **relative is employed in BHEL**, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
13. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
14. Tenderers shall sign each and every page of tender documents, and affix seal for having accepted the conditions.
15. **Late (offers received after the specified time of their submission are treated as Late tenders), and Delayed Tenders will be summarily rejected.**
16. Tender can be cancelled at any stage due to unavoidable circumstances.
17. Annexures relevant to tender attached.

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

For Bharat Heavy Electricals Ltd.

Kevin Ark Kumar
Dy Manager / WCM
1st Floor, 53 Building
BHEL, Trichy-14
TAMILNADU

Note: Tender shall be addressed to the above address. It may be noted that the Works Contracts department is at a walking distance from Building 53 Entry gate. In case of submission in person, the vendor is advised to send us an email for one-day temporary gate pass preferably at least one day prior to visit. The email shall contain Vendor name & address, Tender No & date, Date of visit for submission, name of person visiting, and contact nos.

Place:
Date:

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PART - I
“TECHNO-COMMERCIAL BID”

A. GENERAL DETAILS:

Sl. No.	DESCRIPTION DETAILS	DETAILS
1	Name of person for communication related to Tender	
2	Phone/ Mobile No.	
3	E-mail Address	
4	GST Registration No. (Self-attested copy to be attached)	() Registered and Enclosed () Not Registered
5	% of GST applicable to the vendor for this work	_____ %
6	SAC code	_____
7	I / We confirm that none of its group concern or affiliates etc., appears on the list of banned firms/ companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.	

Note:

- I. If Company/ Firm/ Agency/ Vendor is not registered with PF and ESI (as applicable), they will have to comply with the statutory requirements within 30 days **from award of contract**, otherwise their bills will not be processed.
- II. If Company / Firm is not having valid labour License, they have to get registered immediately after award of contract, in case they are engaging more than 20 workers, and submit the same within 30 days from award of work failing to do so contract will be cancelled and BHEL will entrust the work to any other contractor at the risk and cost of the contract, and the contractor shall be liable to pay the extra expenditure.
- III. The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others.
- IV. Apart from furnishing the above details, self-attested copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
- V. Self-attested copy of remittance of PF, ESI, and GST has to be enclosed with each month bill.
- VI. **CLARIFICATION REGARDING GST:** In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

Place:
Date:

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PART - I
“TECHNO-COMMERCIAL BID”

B. QUALIFYING CRITERIA FOR THE CONTRACT:

S No.	CATEGORY DETAILS	DETAILS
1.	Income Tax PAN Card Number ➤ Proprietorship - PAN card on owner Name ➤ For others - PAN card in the name of Company / Firm / Business (Self-attested copy of PAN card to be enclosed)	() Enclosed
2.	No Deviation Certificate on bidder's letter head	() Signed

Note:

- I. Certificates and evidences should be provided as a proof for all the above mentioned eligibility criteria.
- II. If the bidder does not fulfill any of the eligibility criteria mentioned above, the offer will be rejected.
- III. Apart from furnishing the above details, self-attested copies of relevant documents/ certificates/ evidence must be enclosed for all the above mentioned eligibility criteria with the Technical Bid.
- IV. At any stage, BHEL may ask for original documents and contractor has to submit the same.
- V. If at any stage, the document(s) submitted by Contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against contractor.
- VI. **All supporting documents to be self-attested and submitted.**

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TECHNICAL DESCRIPTION OF EQUIPMENT

Name of equipment	Model and range
1.Proximate Analyser	LECO Model TGA701 SL. No.:4221
2.Mercury analyser	Milestone Model: DMA 80 SL. No.: 10020813
3.Microwave Digester	Milestone Model: START D SL. No.: 131692

DESCRIPTION OF SERVICES TO BE CARRIED OUT DURING PERIODICAL VISITS

- The maintenance services will consist of,
 - i) Periodical maintenance of testing equipment located at coal research Centre.
 - ii) General maintenance of the equipment & its accessories which includes levelling of rotating disc cleaning of inner furnace area Lubrication and Repair whatever the requirement at servicing.
 - iii) Electrical checks.
 - iv) Inspection of hydraulic systems. Fixing oil leaks (if any) repair and replacement of damaged components etc.
 - v) If any spares need to be replaced during the contract period, Vendor has to indicate the spares that may be required during the next maintenance next visit and BI-IEL shall arrange the same.
- Breakdown visit is also included in the contract apart from periodical maintenance visit.
- No transportation charges, what so ever shall be paid by BHEL for any type of services.
- Equipment that cannot be fixed by the agency due to non-availability of spares or obsolete technology will be withdrawn from the maintenance contract. The decision of BHEL regarding non availability and obsolete technology will be final.

SCHEDULE OF VISITS:

One (1) preventive maintenance has to mandatorily be made every six months for 2 years' duration and 2 breakdown visits per year. As regards the breakdown maintenance, service may be availed anytime during the contract period. Any non-availed breakdown visit during the first year will get carried forward to the next year (limited to 4 visits). Break down visit has to be made within 4 working days after receiving mail intimation from BHEL. Multiple visits to resolve the same issue will not be considered as separate breakdown visits as long as the required spares are made available. However, if any separate visit is made for replacing the spares intimated during the initial breakdown visit, it may be considered as separate breakdown visit. Agency should recommend the required spares during the preventive maintenance visit itself and not wait until breakdown visit.

PAYMENT TERMS AND CONDITION

- i) The payment to the agency will be made on half yearly basis for the preventive maintenance and breakdown visits during that half of the year.
- ii) The works should be completed satisfactorily and 3 copies of the original GST invoice No escalation of prices shall be permitted on any ground.
- iii) Payment will be made only after completion of service and submission of necessary documents at the end of every 6 months.

Place:

Date:

Signature of Authorized Signatory
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TERMINATION OF CONTRACT AND PENALTY

- i) If the services provided by the agency are not to the full satisfaction of BHEL, the maintenance contract may be terminated by BHEL and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BHEL in this regard shall be final and binding on the agency.
- ii) In case of non-compliance with the contract, BHEL shall reserve the right to cancel/ rescind /revoke the contract and impose suitable penalty in proportion to damages.

LIQUIDATED DAMAGES (LD)/ PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay, or part thereof, subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

GENERAL TERMS AND CONDITIONS

1. The workmen of contractor should be covered under PF, ESI (if applicable).
2. Safety precautions have to be ensured by the Contractor Depending on the work nature. Necessary work permit system and personal protective equipment's (PPE) such as gloves, helmet, spectacle goggles, safety shoes, safety belt etc. as applicable to Mechanical works should be adhered while carrying out the work.
3. Attendance register should be maintained by the contractor.
4. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
5. An additional payment as per circular Ref. BHE: HR: W: EW dt: 08.04.2014 is to be paid to the contract workmen as below, over and above the minimum wages prescribed by the government of TamilNadu.

Unskilled	: ₹ 3,200/- per month
Semiskilled	: ₹ 3,700/- per month
Skilled	: ₹ 4,100/- per month
Highly Skilled	: ₹ 4,300/- per month
6. Bonus @ 8.33 % of total wage to be paid to workmen.

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7. BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
8. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
9. Contractor shall supervise the work carried out by his/her employees.
10. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
11. Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
12. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
13. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
14. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
15. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
16. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
17. BHEL reserves the right to cancel and terminate the contract at any time without assigning any reason.
18. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
19. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).

Place:
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20. The bill should be submitted within a week after execution of work.
21. Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfillment of the Statutory Obligation by the Contractor.
22. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
23. BHEL reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
24. The rate quoted shall remain firm and valid for Entire contract period and no extra payment will be reimbursed to the contractor by BHEL.

25. DISCREPANCY IN WORDS & FIGURES· QUOTED IN PRICE BID:

- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

IMPORTANT NOTE FOR GOODS AND SERVICE TAX:

At the time of bill passing, the Contractor Shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

Place:
Date:

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Annexure-I

(ON BIDDER'S LETTER HEAD)

No Deviation Certificate

Tender No. 94719000xx dt.xx.07.2019

Scope of work: (1) AMC for Proximate Analyser **and** (2) AMC for Mercury Analyser and Microwave Digester in Coal Research Centre, BHEL -Trichy for Two years.

This is to declare that we do not have any deviations to the tender terms and conditions and accordingly we accept all the Terms and conditions of this tender without any reservations whatsoever.

I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation

Yours Sincerely,

Place:

Date:

Signature of Authorized Signatory
with seal & full address