

TENDER

**(TENDER No. CFP/MNT/2016-17/08)
Dated 21.02.17**

**REPAIRING AND RESTORATION OF 125 KVA DG SET
AT BHEL-CFP, RUDRAPUR (U.K.)**



**BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
RUDRAPUR – 263153 (U.K.)**

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(I)



BHARAT HEAVY ELECTRICALS LTD.
Component Fabrication Plant
RUDRAPUR-263153

Phone No. 05944-257282

Fax.

E-mail: abhishekanand@bhel.in

NOTICE INVITING TENDER (NIT)

Date : 28.02.17

From :

Sr.Eng (Civil/MNT)
BHEL, CFP
Rudrapur (U.K.) -263153

To : M/s _____

**NAME OF WORK : Repairing & Restoration of 125KVA DG set at BHEL- CFP,
RUDRAPUR (U.K)**

Sealed Tenders in two parts viz., (i) Techno-Commercial bid & (ii) Price Bid are invited for the work mentioned above from bidders (who fulfill the qualifying criteria) as mentioned below:

Nature of work	Completion Time	Estimated Value of the work	Earnest money deposit (in Rs)	Last date of issue of Tender date & time	Tender submission date & time	Tender opening (Part 1)date & time
Repairing & Restoration of 125KVA DG set at BHEL- CFP,Rudrapur	15 day	Rs 57166.50 (inclusive all taxes)	Rs.1143.33/- To be accompanied with techno-comml. bid (Part 1)	21/03/2017 (12.00 pm)	21/03/2017 (2.00 pm)	21/03/2017 (3.00pm)

The EMD shall be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender Opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)

Address for submission & opening of Tender:

If through courier;

Office of HoD (MNT/Civil)
BHEL, CFP,
Rudrapur-263153(UK)

if delivered in tender box;

Tender Box Provided At
New Administrative Building
M.M. Department,
BHEL-Rudrapur-263153(UK)

Offer is to be submitted in two parts in sealed envelope duly super scribed as:

“Repairing & Restoration of 125KVA DG set at BHEL- CFP, RUDRAPUR (U.K)”

TENDER No. CFP/MNT/2016-17/08 dated: DT: 21/02/17 " due DT: 21/03/17

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read, understood & agreed to, and each page of the tender offer has been signed & stamped.

Signature of Authorized person(s) of bidder :
Name and designation of Authorized Person(s) :
Bidder (Name of organization) :

Bidders are advised to regularly visit BHEL website for any Errata / Addendum / Extension / corrigendum to this tender hosted on BHEL website www.bhel.com.

SCOPE OF WORK:-

1. Repairing and replacement of defective parts as per annexure-V.
2. Complete Assembly and overhauling of the engine.
3. Disassembly and cleaning of radiator and re-assembly.
4. Testing and commissioning of engine after repair and refitting.

Note:-1. Contractor shall depute adequate man power to carry out the work in specified delivery schedule.

2. Parts to be replaced shall be provided by BHEL. Other consumable item such as Grease, lubricating oil etc., shall be in contractor's scope. Contractor requires to carry equipment, Tool & tackling on its own, which shall be used in repairing work.

Terms & Conditions:

1. Only those parties accepting BHEL terms & conditions of tender should submit sealed offer in two part bid as per cl.2. Tender no., due date & name of bidder should be clearly mentioned on the envelope containing offer.
2. **Bid to be submitted in two parts viz., (I) Techno-commercial Bid (II) Price Bid I separate sealed envelopes(‘ Techno-commercial’ & ‘Price Bid’ should be subscribed on respective envelopes) enclosed in one bigger envelope. Tender no., due date & name of bidder should be mentioned on each envelope.**
3. Bidders shall be required to submit EMD along with offer in form of Cash/pay order/DD/Banker’s Cheque/EFT in favor of BHEL. Offer received without EMD shall liable to be rejected. EMD submitted by successful bidder shall be adjusted against SD & EMD submitted by unsuccessful bidder shall be return back within 7 days of technical bid opening.
4. The L-1 offer shall be decided on overall lowest price based on offered price by the bidder as per qty. of work mentioned in ‘Format of Price Bid” (Annexure-V).
5. Offer shall be valid & firm for a period of 90 days from the date of opening of technical bid
6. Parts, which to be replaced with new one, shall be provided by BHEL. Other consumable item shall be contractor’s scope.
7. Contractor shall depute adequate man power to carry out work within schedule delivery period. Contractor shall arrange equipment, Tool & tackling on its own if required for the work, no assistance in the regard would be provided by BHEL.
8. If required and expressed in writing by contractor, the machine would be sent to party’s works for repairing work. After completion of work, the machine would have to be sent back to BHEL works by contractor at its own cost.
9. The transportation of machine/material/parts issued by BHEL if required to party’s work & back shall be in contractor’s scope.
10. **Delivery schedule:** Work to be completed by the contractor in all respect within 15 days from the date of issue of work order.
11. **Payment terms:** Payment shall be made within **45 days (bill processing time shall be 10 days by MNT deptt. & 35 days by FIN deptt.)**, of submission of bill to BHEL on production of bill by the contractor and verified by the MNT (Elect. deptt.).
12. **Warranty Period:** The contractor shall undertake warranty of the repair work carried out by it for **a period of six month** from the date of successful commissioning of DG. During warranty period, for breakdown attributable to workmanship by the contractor, the contractor shall rectify the same within 24 hrs of intimation.

13. **Security Deposit:** Successful contractor would be required to deposit an interest free security amount @ 5% of total contract value (in form of Cash/pay order/DD/Fixed Deposit receipt/EFT in favor of BHEL. FDR should be in name of contractor, A/c BHEL, duly discharge on the back.), before commencement of work and would be returned after successful completion of warranty period as per cl. No.12. Security deposit shall be forfeited in case of revoking/breach of contract by contractor in part or full or BHEL terminating the contract on account of unsatisfactory work by contractor.

14. **Liquidated Damage:** If the work is not completed within the specified delivery schedule and any *extension thereof, the contractor shall be liable to pay liquidated damages for delay in completion of work @ 0.5% of the value of work for delayed scheduled service, for every week of delay or part thereof, subject to a maximum of 10% of the contract value without BHEL being required to establish and prove the actual loss/ damage suffered by BHEL on account of such delay.
*Extension in delivery schedule may be given by BHEL with condition of “with **OR** without LD”. Extension without LD shall be given only where, delay is attributable to BHEL.

15. BHEL reserves the right to terminate the contract by giving a notice of 15 days in case of non-satisfactory performance by the contractor. BHEL reserves the right to reject any or all offers without assigning any reason therefore.

16. While carrying out the work, the party shall abide by the entire legal/statutory/safety requirement as applicable. Contractor will follow ‘Contractor’ obligations (Contractual & Statutory)’ for the workmen engaged for the work at BHEL works as per **Annexure-III**.

CONTRACTOR'S OBLIGATIONS**A) CONTRACTUAL:**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to 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.
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor shall issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card / Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietor/partnership firm/Company, place of work, Contract No. and duration of validity of Card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the Contractor will replace such employee(s) immediately.
- h) Contractor shall ensure that the job is executed through his employees on his rolls and under no circumstances, the Contractor will deploy any casual employee to carry out the job, nor shall sub-contract the job.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Contractor shall lie exclusively with him.
- j) Contractor shall provide safety appliances and safety shoes to his employees. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The Contractor to provide a distinct uniform different from BHEL employees. The uniform should have logo of Contractor's firm / Company. The uniform should be kept in neat, tidy and wearable condition. Wherever necessary, cap should be integral part of the uniform.
- l) Contractor shall ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In case Contractor decides to terminate the services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the Contract at his cost and if necessary Contractor shall take insurance policy of his men, material, equipments and tools & tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

- p) Contractor shall provide material at his cost as mentioned in the Contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY:

- a) All statutory requirements under;
- Minimum Wages Act, 1948
 - Payment of Wages Act, 1936,
 - Workmen Compensation Act, 1923,
 - EPF and MP Act, 1952,
 - Payment of Gratuity Act, 1972,
 - ESI Act, 1948,
 - The Contract Labour (R&A) Act, 1970,
 - Payment of Bonus Act, 1965,
 - Income Tax Act,
 - Service Tax Act
 - and all other applicable Acts,
- Shall be complied with, by the Contractor
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutorily prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI , pension dues under EPF and MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI Contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF and MP Act, ESI Act etc.
- i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions 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.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
- l) Contractor to obtain insurance cover for his employees / equipments / tools & tackles etc., and take 3rd party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.

- m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on 2nd or 3rd shift, overtime, Sundays or on other declared holidays without prior written permission.
- q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence of the authorities / representative of contract operating division who shall record under his signature at the end of entries in the Register of Wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970

BIDDER'S QUALIFYING CRITERIA

Qualifying Criteria from S.No. (1) & (2) as mentioned below has to be fulfilled by the bidders:

- (1) Average Annual financial turnover during the last 3 years, ending 31st March 16 of the previous financial year should be at least **Rs.17149.95** of the estimated cost.
- (2) Bidder should have executed similar work for any one of the following in the last seven years from latest date of bid submission: -
 - a. Three similar works each of value not less than **Rs.22866.60** of indented estimated value.

Or
 - b. Two similar works each of value not less than **Rs.28583.25** of indented estimated value.

Or
 - c. One similar work of value not less than **Rs.45733.20** of indented estimated value.

Definition of similar work(s): Repairing of Diesel engine of same rating, repairing of other DG sets.

Notes:

- (A) The Bidder must submit documentary proof in support of each of the above conditions along with the techno commercial bid Part-I. Offer by the bidders who fail to submit the supporting documents or fail to qualify as per qualifying criteria will not be considered. Work executed certificate from its client/contractor to be submitted as proof in support of clause no. (2), as above.
- (B) Bidder, if so desires, may attend Pre-Bid discussion 15days before opening of tender from 10 AM to 3 PM with prior appointment in their own interest. Any doubts will be clarified during the pre-bid discussions and guidelines will be given to the bidder for specialized works.
- (C) Conditional offers will not be accepted.

Annexure-V

Sub: BOQ for repairing and restoration of 125KVA DG Set (Format for price bid).

(All prices are in Rs.)

Sl.	Description	Unit	Qty.	Unit Rate	Amount
1.	Head Repairing & Services	Nos.	1		
2.	Connecting Rod Bush, Fitting and Alignment	Nos.	6		
3.	Fuel Pump Repairing	Nos.	1		
4.	Nozzle Repairing & Services	Nos.	6		
5.	Sleeve fitting and boring	Nos.	6		
6.	Crank Shaft Grinding	Nos.	1		
7.	Main Setting	Nos.	1		
8.	Bigen Setting	Nos.	1		
9.	Overhauling of engine, disassembly and assembly of engine & testing and commissioning of engine.	Set.	1		
(A) Total					
(B) Service Tax@15%					
(C) Grand Total(A+B)					

Note: Certified that all Sections of the Tender have been read, understood & agreed.

Bidder's signature & Stamp