



## INVITATION TO TENDER

**Ref: OPS/OS/AMC/2017-18/57/073**

**Date: 18.10.2017**

**Sub: AMC of OFC Based LAN at BHEL HPVP Visakhapatnam – Reg.**

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE ₹	EMD ₹	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	AMC of OFC Based LAN at BHEL HPVP Visakhapatnam.	<b>1,23,200/-</b>	2,470/-	One Year	<b>09.11.2017</b> up to 14.00 Hrs.

### **1.0 ELIGIBILITY CRITERIA:**

- I) Average annual turnover of the contractor during the last 3 years ending 31<sup>st</sup> March 2017 should be at least 30% of the estimated value (i.e. ₹ 36,960/-). In case annual turnover for FY 2016-17 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31<sup>st</sup> March 2016 shall be considered.

Tenderer should enclose EPF, ESI, PAN, GSTIN Registration No. and Turnover certified by the Practicing Chartered Accountant for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 30<sup>th</sup> September 2017 as given below:

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 49,280/- each)

OR

- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. ₹ 61,600/- each)

OR

- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. ₹ 98,560/-)

Work Order/s & Job Completion Certificate/s from the customer shall be enclosed in support of successful and satisfactory completion of the work.

**Note: Similar work means providing Maintenance Work in OFC Based LAN.**

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

### **2.0 SCOPE OF THE WORK:**

Work is to be carried out as per Scope of Supply (Annexure-I), General Terms & conditions of contract (Annexure-II) and Schedule of Items & Bill of Quantities (Annexure-VIII).

### **3.0 LOCATION OF WORK:**

The subject work is to be carried out within the premises of BHEL-HPVP Unit, Visakhapatnam, Andhra Pradesh including extended factory premises.

### **4.0 EARNEST MONEY DEPOSIT:**

- I. The tenderer shall submit EMD for ₹ 2,470/- (Rupees Two Thousand Four Hundred Seventy) only in the following forms:

- a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer)
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

**Note:** Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 1.16 Annexure – II.

#### **5.0 CONTRACT PERIOD:**

Contract shall be valid for a period of **One Year** from the date of work order **or** intimation from CS & IS Dept., whichever is later. Work shall be started within 1 week from the award of work order / intimation from CS & IS Dept.

#### **6.0 SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause 8 of General conditions of the contract (Annexure-II)

#### **7.0 INCOME TAX:**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

#### **8.0 PAYMENT TERMS:**

Payment will be on quarterly basis for both Preventive maintenance & breakdown maintenances, after submission of the following documents:

- a. Invoice
- b. Work Completion certificate issued by CS&IS dept.
- c. RTGS form
- d. Tax paid challan, if applicable.
- e. Proof of GST payment as per annexure - GST

#### **Note:**

1. All payments will be released only through RTGS through BHEL proforma. Electronic Funds Transfer form (Refer Annexure-A) duly Filled and certified through bank may be enclosed.
2. Income Tax will be deducted as per the statutory rules from time to time.

**9.0 PRICE SCHEDULE:**

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on due date of tender submission except GST. However, GST as applicable shall be payable by contractor and same shall be reimbursed by BHEL on submission of proof of payment along with the bill as per annexure - GST.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., like GST)
- g. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**
- h. Tenderer should quote the rates in figures as well as in words. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final.
- i. All rates shall be quoted in the tender format only.

**10.0 REVERSE AUCTION:**

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’:

"Bidders shall submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL".

General terms & conditions governing RA are mentioned in the special conditions at Annexure-IV

#### **11.0 VALIDITY OF OFFER:**

The offer shall be valid for a period of **3 months** from the last date for tender submission.

#### **12.0 RISK PURCHASE:**

**In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.**

#### **13.0 GENERAL:**

##### **14.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Any deviation to the tender terms & conditions is not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

##### **14.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

##### **14.3 The bidders shall study the tender document and all other relevant documents in detail for understanding the scope of supply and the processes involved before submission of their offer.**

For any clarifications required on this tender document, scope of supply, mode of operation etc., the bidders shall depute their authorized representatives to BHEL-HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities between 09:00 AM to 04:00 PM.

##### **14.4 Dy. Manager (Mech. Maintenance) shall be the Engineer-in-charge for herein after referred to as such in the tender.**

##### **14.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opts for Reverse Auction as per applicable guidelines.**

##### **14.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender:-**

#### **PART - I: TECHNO COMMERCIAL BID**

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|--|------------------|
| a) Scope of Work                                 | : Annexure – I   |
| b) General Conditions of Contract                | : Annexure – II  |
| c) General Terms & Conditions of Reverse Auction | : Annexure – III |
| d) Acceptance to the tender terms & conditions   | : Annexure – IV  |
| e) Contractor Information                        | : Annexure – V   |
| f) Check List                                    | : Annexure – VI  |

#### **PART - II: PRICE BID**

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|---|------------------|
| g) Price Bid (Schedule of Quantities and Rates) | : Annexure – VII |
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#### **14.0 TENDER SUBMISSION:**

##### **15.1 The Bid shall be submitted in two parts.**

**Part-I: Techno-Commercial Bid shall be placed in one cover** along with the following documents:

- (i) Earnest Money Deposit of ₹ 2,470/-.
- (ii) Turnover certified by the Practicing Chartered Accountant for the last 3 years.
- (iii) Copy of P.F. Registration Certificate.
- (iv) Copy of E.S.I Registration Certificate.
- (v) Experience Certificates in line with eligibility criteria.

- (vi) Copy of GSTIN Registration Certificate.
- (vii) Copy of PAN.
- (viii) All other applicable documents as detailed in the tender.

**Part-II: Price Bid** in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part-I & Part-II bids shall be placed in **another** bigger size envelope duly super scribing the **Tender No. & Subject** on the envelope.

- 15.2 The tender completed in all respects **shall be dropped** in the **Outsourcing** tender box kept at reception counter, ADM building **latest by 14.00 Hrs. on 09.11.2017**.

Bidder may also send their offer by Post to "Outsourcing Tender Box, Adm. Building, BHEL-HPVP, Visakhapatnam – 530 012".

Last date for receipt of tenders is **09.11.2017 up to 14.00 hrs**. BHEL-HPVP is not responsible for any postal or other kind of delay in submission of offers.

Offers received in any other form will not be accepted.

- 15.3 Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

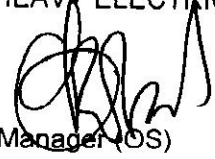
**14.0 OPENING OF TENDERS :**

Techno-commercial Bids will be opened on **09.11.2017 at 14.00 Hrs.** at Customer Cell, Adm. Building, BHEL – HPVP, Visakhapatnam. The bidder may depute their representative/s at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

**If bids are not accompanied by requisite Earnest Money Deposit / Relevant MSME / NSIC registration certificate along with Part- I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,

  
Manager (OS) 18/10/17.

**SCOPE OF WORK****1. Network Racks:**

- A. Cleaning the dust accumulated/settled inside the network rack with cloth, vacuum cleaner/blower to avoid break downs/loose contacts of OFC & UTP connectors and network switches.
- B. Re-fix the all equipment's like power strip, cable manager, fan tray, stationary shelf, UTP patch panel, fibre patch panel (LIU), network switch, etc., with proper spacing whose fixing hardware are loose or missing.
- C. Shall neatly dress/re-route the UTP and OFC patch cords from patch panel to switch ports.
- D. Labeling/ numbering of UTP/ fibre ports on the patch panels with marker pen on the labels for cable/patch cord/port identification.
- E. Incomer to the power-supply board in the rack shall be drawn/neatly laid from a nearby power supply distribution board & All entry holes shall be sealed with cable putty after all cable termination/dressing works are completed. (Cable putty is in vendor scope).
- F. Checking of Input Mains Supply Voltage 230 V AC (+/- 10%) and subsidiary connections. Regular checking of proper earthing to the all the equipment which are covered under AMC.
- G. Above activities (A to F) are to be carried out by the contractor/bidder **for each rack twice in a year.**

**2. Cleaning of OFC core / connector:**

- A. Cleaning of fibre cores with Iso- propyl Alcohol.
- B. Cleaning of fibre cores with lint free wipes.

**3. Breakdown activity:**

- A. CAT6 UTP /Cable Laying charges in PVC Conduit.
- B. Fixing and Termination of Information Outlets.
- C. Laying of HDPE Pipe /PVC Pipe.
- D. Installation of 24port LIU with fully loaded SM couplers.
- E. Fixing and Termination of 24 Port UTP Patch/Jack panels.
- F. Installation of pigtails for 9/125 micrometer SMF cables standard length including Termination / splicing to the outgoing/ incoming fibre cables (single core).
- G. Installation of 24F OFC joining kit.
- H. Installation of 1/2 to 3/4 size casing capping along with required Clamps / nails for laying Cat6/OFC cables.
- I. Laying of 12 Core OFC Cable.
- J. In-line drilling/excavation underneath BT/RCC Road by mechanical method and laying of Road crossing pipes.
- K. Repair & trouble shooting of I/O jacks.
- L. Digging and Refilling of Hard Soil.
- M. Digging and Refilling of Soft Soil.
- N. Splicing per core

**4. Special Terms & Conditions:**

- A. Bidder should quote price per rack for carrying out Network rack preventive maintenance activity for twice in a year. Approximate number of racks: 38 No.
- B. Bidder should quote price for carrying out Cleaning of OFC core / Connector preventive maintenance activity for once in a year.
- C. Breakdown maintenance activities will be as and when required by the BHEL-HPVP Vizag.

**SCOPE OF WORK**

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- D. Breakdown activities should be attended & rectified within 24 hours (Excluding Sundays & Holidays) of reporting the issue to the contractor/ Bidder.
- E. Bid evaluation shall be considered as single contract for Preventive maintenance & Breakdown maintenance activities.
- F. Contract period for both Preventive maintenance & Breakdown maintenance activities shall be for one year.
- G. All required tools and tackles for both Preventive maintenance & Breakdown maintenance activities are I the scope of Contractor/ Bidder.
- H. CAT6 cable, PVC, IO,HDPE, LIU, UTP patch panel, casing and capping, OFC cable are in BHEL scope.
- I. Pigtails, OFC joining kit and cable putty are in vendor/ contractor scope.

**OTHER TERMS & CONDITIONS:**

- 1. Bidder should have branch/office in Visakhapatnam.
- 2. Bidder shall submit duly filled in and signed copy of No Deviation Certificate as per format enclosed.
- 3. Bidder shall submit duly filled in and signed copy of Past Experience of Similar Executed Projects as per format enclosed.
- 4. Bidder should also execute Service Level Agreement with BHEL HPVP

**SIGNATURE OF THE TENDERER WITH SEAL**

**GENERAL TERMS AND CONDITIONS**

1. All entries in the tender documents should be made in one ink. Erasure and over-writings are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
2. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.
3. Bidders should fill in all the required particulars in the blank spaces provided and should sign with seal each and every page of the tender document.
4. Rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
5. Income-Tax will be deducted as per the Rules.
6. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

7. **Earnest Money Deposit:**

- A. EMD is to be paid by the tenderers for securing fulfillment of any obligations in terms of the NIT.
- B. **Modes of Deposit:** The EMD may be accepted only in the following forms:
- a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker's Cheque / Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer.
- C. **Forfeiture of EMD:** EMD by the tenderer will be forfeited as per NIT conditions, if:
- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- D. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- E. EMD shall not carry any interest
- F. EMD of successful tenderer will be retained as part of Security Deposit

8. **Security deposit:**

- A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- B. The total amount of the security deposit will be **5%** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.
- C. **Modes of Deposit:**

The balance amount to make up the required Security Deposit of **5%** of the contract value may be accepted in the following forms:



**GENERAL TERMS AND CONDITIONS**

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- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL).
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

**Note:** BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

**D. Collection of Security deposit:**

At least **50%** of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting **10%** of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

- E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.
- F. The security deposit shall not carry any interest.

- 9. **WORK EXPERIENCE CERTIFICATE:** The tenderer should furnish proof of his previous work experience in similar work in any recognized Industry / Organization.
- 10. Should a bidder find in the tender documents or should there 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.
- 11. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
- 12. Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- 13. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
- 14. Should a bidder'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.
- 15. Security Deposit may be refunded on completion of the work and on submission of No Due Certificate.
- 16. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

**GENERAL TERMS AND CONDITIONS****::3::**

17. After opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn.
18. BHARAT HEAVY ELECTRICALS LIMITED, reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore. In the case of acceptance of the part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting officer.
19. Tenders submitted by Post should be sent by "Registered Post with Acknowledgement Due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
20. If a bidder expires after the submission of his tender or after the acceptance of his tender, then BHEL may at their discretion cancel such tender.
21. If the bidder deliberately gives wrong information in his tender BHEL, reserve the right to reject tender at any stage.
22. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
23. Contractor may read 'BHEL WORK POLICY' available with the department for further clarification regarding our works contract policy.
24. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the workers during the period of contract.
25. The contract can be terminated at any time by giving one-month advance notice by BHEL.

**26. ARBITRATION:**

Except where otherwise provided in the contract all question and disputes relating to the meaning of specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used In the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to and decided by the engineer whose decision shall final to the parties hereto subject however, to the Arbitration referred hereunder. Any disputes of differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached, then all such disputed issues shall be referred to the sole Arbitration of Unit Head or his appointed nominee.

The parties to the contract understand and agree that there will be no objection to any such appointment that the arbitrator so appointed in a Government servant or in the employment of the employer, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matters in disputes or difference as a government servant or as an employee of the employer he had expressed views on all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. In the event of the arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of outgoing Arbitrator in the matter aforesaid.

The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.

**GENERAL TERMS AND CONDITIONS****::4::**

Work under the contract shall continue during Arbitration proceedings unless the employer shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.

Subject Arbitration as aforesaid, shall be conducted in accordance with the provision of Indian Arbitration Act, 1940 or any statutory modification or re-enactments thereof and the rules made there-under and for the time being in force shall apply to the Arbitration proceeding under the clause. The venue of Arbitration, if any, shall be Visakhapatnam.

27. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or** valid NSIC certificate **or** EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer".

28. **Fraud Prevention Policy:**

"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice".

29. **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the Sr. Manager (CS&IS) and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

30. **RECOVERY FROM CONTRACTOR: -** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**SIGNATURE OF TENDERER WITH SEAL**

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**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid “ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)****::2::**

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

**SIGNATURE OF THE TENDERER WITH SEAL**

**Ref: OPS/OS/AMC/2017-18/57/073**

**Date: 18.10.2017**

**Sub: AMC of OFC Based LAN at BHEL HPVP Visakhapatnam.**

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

**Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.**

**SIGNATURE OF THE TENDERER WITH SEAL**

Ref: OPS/OS/AMC/2017-18/57/073

Date: 18.10.2017

**CONTRACTOR INFORMATION**

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

**CHECK LIST**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Document Enclosed (Yes / No)</b>	<b>Document No</b>
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD) @ ₹ 2,470/-		
04.	PF Registration Certificate		
05.	ESI Registration Certificate		
06.	GSTIN Registration Certificate		
07.	PAN Number		
08.	Income Tax Returns for last 3 years		
09.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
10.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
11.	MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b> valid NSIC certificate <b>or</b> EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>Annexure-A</b> where deemed validity of EM II certificate of five years has expired)		



**Certificate by Chartered Accountant on letter head**

This is to certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at .....  
..... is registered under MSMED Act 2006,  
(Entrepreneur Memorandum No (part-II) .....dated  
....., Category: ..... (Micro/ small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small scale industries vide its notification No.S.O.1722(E) dated October 5, 2006:

₹.....Lakh

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and Furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

₹.....Lakh

**(Strike off whichever is not applicable)**

The above investment of ₹.....Lakh is within permissible limit of ₹.....Lakh for .....Micro/ Small (strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) Which is within the period of 3 year from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank Stamp and Name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal  
Operating the contract / Services

**PROCEDURE FOR GST PAYMENT**

**1. Availing Input Tax Credit (ITC) by BHEL:**

1.1 GST portion of invoice shall be released only upon :-

- 1.1.1 Contractor declaring such invoice in his GSTR-1.
- 1.1.2 Receipt of goods and tax invoice by BHEL.
- 1.1.3 Confirmation of payment of GST thereon by contractor on GSTN portal.

1.2 Further, incase GST credit is delayed/ denied to BHEL due to non / delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from contractor along with interest levied / leviable on BHEL.

1.3 Further, incase contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from contractor along with interest levied / leviable on BHEL.

1.4 As per GST law, last date/ chance for availing ITC for any invoice/ debit note (including supplementary invoice) is the earliest of the following dates:

- 1.4.1 Date of filing of return for the month of September following the end of Financial Year to which such invoice or invoice relating to such debit not pertains (Due date- 20<sup>th</sup> Oct)
- 1.4.2 Date of filing of Annual Return (Due date- 31<sup>st</sup> Dec)

**2. Reverse Charge(RCM)**

2.1 A provision has been in GST law for payment of GST on reverse charge in respect of supply of goods as well as services.

2.2 In respect of goods, RCM liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date immediately following 30 days from the date of issue of invoice by the supplier.

2.3 In respect services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider.

2.4 Such reverse charge shall be applicable in respect of category of goods/ services.

2.5 Keeping in view the requirements of relevant provisions in GST, where in any GST liability arising on BHEL under reverse charge before actual receipt of goods and/ or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC base on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

## **No Deviation Certificate**

(To be give bidder's letter Head)

**Ref: OPS/OS/AMC/2017-18/57/073**

**Date: 18.10.2017**

It is certified that the offered solution vide Enquiry No.....  
dated..... in response to HPVP's enquiry mentioned under reference has no  
Technical Deviation from the requirement of HPVP, Visakhapatnam given vide the Technical  
Specification (Requirement).

Date:

**SIGNATURE OF THE TENDERER WITH SEAL**

# **PART – II**

## **(PRICE BID)**

**BHARAT HEAVY ELECTRICALS LIMITED  
HEAVY PLATES & VESSELS PLANT  
VISAKHAPATNAM – 530 012**

**Sub: AMC of OFC Based LAN at BHEL HPVP Visakhapatnam.**

**Tender Enquiry No: Ref: OPS/OS/AMC/2017-18/57/073, Date: 18.10.2017**

**NOTE:**

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**
- 3)
- 4) Tenderers should have accidental insurance coverage to workmen engaged and the workmen engaged should use/wear safety shoes and other safety equipments.
- 5) The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on due date of tender submission except GST. However, GST as applicable shall be payable by contractor and same shall be reimbursed by BHEL on submission of proof of payment along with the bill as per annexure - GST.
- 6) **L1 shall be evaluated based on quoted total price.**
- 7) The quantities provided in the schedule are provisional and may vary on both sides subjected to the requirement. However, payment shall be made for the actual quantity only.
- 8) No column should be left blank. If any column is left blank the offer is liable to be rejected.
- 9) **Offered discount / Increase will be considered for calculation of unit rate & total amount for each item**

**SIGNATURE OF THE TENDERER WITH SEAL**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEAVY PLATES & VESSELS PLANT**  
**VISAKHAPATNAM – 530 012**

**Sub:** AMC of OFC Based LAN at BHEL HPVP Visakhapatnam..

**Tender Enquiry No:** OPS/OS/AMC/2017-18/57/073, **Date:** 18.10.2017

**Schedule of Quantities & Rates (SOQR)**

Sl. No.	Preventive activity	UOM	Qty	Unit Rate in ₹	Total Amount in ₹
<b>A</b>	<b>Preventive Maintenance:</b>				
1	Network Racks (inclusive of two times maintenance of each racks per year)	Nos.	38	500	19,000
2	Cleaning of OFC core / connector	Nos.	300	150	45,000
<b>B</b>	<b>Breakdown Maintenance</b>				
1	CAT6 UTP /Cable Laying charges in PVC Conduit.	Meter	300	15	4,500
2	Fixing and Termination of Information Outlets.	Nos.	20	75	1,500
3	Laying of HDPE Pipe /PVC Pipe.	Meter	200	30	6,000
4	Installation of 24port LIU with fully loaded SM couplers.	Nos.	2	800	1,600
5	Fixing and Termination of 24 Port UTP Patch/Jackpanels.	Nos.	2	1000	2,000
6	Installation of pigtails for 9/125 micrometer SMF cables standard length including Termination / splicing to the outgoing /Incoming fiber cables (single core).	Nos.	50	100	5,000
7	Installation Of 24F OFC joining kit.	Nos.	2	550	1,100
8	Installation of 1/2 to 3/4 size casing capping along with required Clamps / nails for laying Cat6/OFC cables.	Meter	100	20	2,000
9	Laying of 12 Core OFC Cable.	Meter	200	20	4,000
10	In-line drilling/excavation underneath bt/rcc Road by mechanical method and laying of Road crossing pipes.	Meter	10	640	6,400
11	Repair & trouble shooting of I/O jacks.	Nos.	10	50	500
12	Digging and Refilling of Hard Soil.	Meter	20	500	10,000
13	Digging and Refilling of Soft Soil.	Meter	20	250	5,000
14	Splicing per core	Nos.	48	200	9,600
	<b>Total amount in ₹</b>				<b>1,23,200</b>
	<b>Discount / Increase offered by Bidder on above total amount in %</b>				
	<b>Total Offered amount after Discount / Increase offered by Bidder in ₹</b>				

**Total Offered amount after Discount / Increase offered by Bidder in Words:**

**SIGNATURE OF THE TENDERER WITH SEAL**