

ESTATE OFFICE BHEL TOWNSHIP, SECTOR-17 NOIDA- 201301



Maharatna Company

TENDER DOCUMENT FOR PROVIDING AND MAINTAINING CABLE TV SERVICES IN TRANSIT FLATS & DISPENSARY IN BHEL TOWNSHIP, SECTOR - 17, NOIDA

NIT no. 04: AA: NOI: ADMN:Cable TV: 112:2016-17 Dated: 01.06.2016

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Last date for Submission: 15.06.2016 at 1500 hrs.

Date for opening of tender: 15.06.2016 at 1530 hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेकटर -१७, नोएडा - २०१ ३०१ (यू.पी.), भारत BHEL Township : Estate Office, Sector-17, Noida-201 301 (UP) INDIA फोन (का.)/ Tel.- 0120-6740983, फैक्स (Fax)- 0120-6740994

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two part bids for the following Services in BHEL Township, Sector-17, Noida.

Name of Services	: Providing and maintaining Cable TV services in Transit flats & Dispensary in BHEL Township, Sector -17, Noida
NIT No.	: 04:AA:NOI:ADMN.:Cable TV:112:2016-17 Dated: 01.06.2016
Earnest Money	: Nil
Tender Cost	: Nil

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida	:	15/06/2016 at 1500 Hrs.
Date of opening the tender	:	15/06/2016 at 1530 Hrs.
Venue for opening of Tender	:	Estate Office, BHEL Township Sector-17, Noida

The Tender Document may be obtained from the Office of Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site (<u>www.bhel.com</u>) or from CPP Portal (http://eprocure.gov.in). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the Office of Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by **15.06.2016 at 3:00 PM**. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-6740983, mobile No.-8800957694 or at e-mail: omender@bhel.in.

(**Omender Singh**) Engineer (HR-TAX) On behalf of "BHEL"



PART 'A' – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS:

- 1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
- 2. Tender documents are also available on BHEL web site (<u>www.bhel.com</u>) & on CPP Portal (http://eprocure.gov.in/cppp/) which can be downloaded and used as tender document for submitting the bid.
- 3. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed.
- 4. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I) and (ii) Price Bid (Part-B). The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as Part A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These two separate envelopes shall together be kept in third envelop super scribed with name of Services & NIT No.
- 5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, General conditions, Special Conditions, Contractor's Obligations, Un-price bid, all the annexure duly filled & signed by the tenderer.
- 6. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
- 7. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
- 8. Rate shall be quoted for each item inclusive of all taxes in price bid format. Rates must be quoted in figures as well as in words.
- 9. BHEL may finalize successful tenderer either by opening of sealed price bid or Reverse Auction. Date of opening of sealed Price Bid or Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
- 10. Opening of Price bids or Reverse Auction will be done for the offers of only those tenderers, whose bids are found technically acceptable.
- 11. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
- 12. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
- 13. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
- 14. In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within stipulated time by email, etc. If the document(s) is/are not received within stipulated time the offer may be rejected.
- 15. Tenderers are requested to go through the scope of services, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above services before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Telephone No. 0120- 6740983 / mobile No.-8800957694 or e-mail : <u>omender@bhel.in</u>
- 16. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid



(Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

B. PRE QUALIFYING CRITERIA:

- a) The bidder shall submit the complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- b) Self-attested copies of Work Orders/ Award letters/ Contract Agreement/ Completion Certificate in support of proof of experience for the services executed by the bidders during last 7 years ending on 31/05/2016. The Work Order/ Award letters/ Contract Agreement/ Completion Certificate of successful completion of similar services (Similar services means providing Cable TV services) shall only be acceptable. The value of work experience should be as follows:
 - i. Three similar jobs/ services/works costing not less than **Rs. 0.46 lakhs** each.

or

ii. Two similar jobs/ services/ works costing not less than **Rs. 0.57 lakhs** each.

or

- iii. One similar jobs/ services/ works costing not less than **Rs. 0.92 lakhs.**
- c) Bidder must submit the Un-Price bid in the enclosed format (Annexure-I).
- d) The Bidder must submit a declaration (enclosed at Annexure –II), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- e) No deviation certificate as per Annexure –III (enclosed) must be signed and stamped.
- f) Bidder must submit List of Channel as acceptance in the enclosed format (Annexure-IV).
- g) Bidder must submit the bidder's details in the enclosed format (Annexure-V).

C. SPECIAL CONDITIONS:

- 1. All 50 connections are to be provided in Transit Flats in BHEL Township, Sector-17, Noida.
- 2. Bidder is required to provide minimum channels as per Annexure-'IV' and no extra payment will be payable for providing any additional channels.
- 3. If necessary bidder may inspect the premises to access the quantum of materials required for the entire scope of work/services and quote accordingly. In case of submission of the tender, it will be presumed that the bidder has understood the entire scope and quoted accordingly. Nothing extra will be payable on any account whatsoever later on.
- 4. Installation of all the equipment, internal cabling in the building and external cable TV connectivity cabling from service provider to BHEL Township is in the bidder's scope. In case any equipment/cable is found to be defective during the contract period, the same shall be replaced immediately at no extra cost to ensure uninterrupted services during the contract period.
- 5. Providing Set-top box along with remote shall remain in the scope of BHEL.
- 6. The bidder will make sure that there are no loose cables hanging in the township which may affect the aesthetics of the premises. If any dead cable is hanging, it should immediately be removed.
- 7. BHEL looks forward to get excellent services from the bidder.

D. GENERAL TERMS & CONDITIONS:-

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) The offer of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site <u>www.bhel.com</u>
- 4) The Tenderers are required to quote for the complete scope of services. Tenders for part of the services or incomplete in any respect are liable to be rejected.
- 5) Rates quoted by the bidder will be firm during the contract period. No price variation and escalation due to any reason will be allowed.



- 6) The rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the services and inclusive of all the taxes and duties.
- 7) The rate should be indicated both in words and figures. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 8) **OFFER VALIDITY:** Validity of offer will be **60 days** from the date of opening of the technocommercial bid.
- 9) EVALUTION CRITERIA: The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. BHEL may finalize successful tenderer by either opening of sealed price bid or conducting online Reverse Auction. Date of opening of sealed Price Bid / conduction of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. In case of opening of Price Bid, the order will be placed on over all L-1 bidder. Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 5 of Price Bid).
- 10) <u>REVERSE AUCTION</u>: 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 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. The Reverse Auction shall be conducted by a Service Provider (empanelled with BHEL) as per the Business Rules and Terms & Conditions.

- 11) <u>CORRECTION OF ARITHMETIC ERRORS</u>: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
 - 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.
 - 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 to (a) and (b) above.
 - d) In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price
 - e) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 12) You should ensure the equipment to be provided under the contract against perils like fire, earthquake, theft, high voltage etc. i.e. your own cost.
- 13) <u>COMPLETION PERIOD</u>: All the equipment including cabling etc shall be supplied, installed and commissioned in all respect within 15 days of placement of Works Order failing which the work order may be cancelled.
- 14) <u>CONTRACT PERIOD</u>: The tenure of contract for providing Cable TV Services shall be valid for a period of **One year** (12 months) w.e.f. from the date of successful installation of system, which can further be extended for one year on the same rates, terms & conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract and will be decided later.



15) **<u>QUANTITY VARIATION</u>**: The nos. / Quantity of Cable TV connections may vary \pm 10 % during the contract period as per the direction of Engineer-in-charge.

- 16) <u>L. D. Clause</u>: In case of failure to provide cable TV connectivity, the successful tenderer has to attend the complaint within two hours. The duration for rectification will be within 24 hours and in case it exceeds the same, penalty will be imposed @ ₹ 20.00 per connection per day.
- 17) **<u>SUBLETING</u>**: The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.

18) PAYMENT TERMS:

- a) The bill, duly verified by the BHEL official, and completed in all respect would be raised on the monthly basis and after satisfactory performance, the payment would be made by NEFT normally within 15 days.
- b) No advance payment or the payment for mobilization of work will be made to the contractor.
- c) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- d) All payment will be subject to deduction of taxes at source as per rules.
- e) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- 19) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 20) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 21) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 22) 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.
- 23) MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement of EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format to be collected from our Office) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurements are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
- 24) BHEL may terminate the contract by giving not less than thirty day's written notice of termination to the successful tenderer. If the successful tenderer do not remedy a failure in performance of their obligation under the contract, within thirty days after being notified.
- 25) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 26) **<u>RECOVERY FROM CONTRACTOR</u>**: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under



any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

27) POST TECHNICAL AUDIT OF WORK AND BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

28) ARBITRATION / CONCILIATION:

In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

29) <u>RISK CLAUSE</u>: In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

E. <u>CONTRACTOR'S OBLIGATIONS:</u>

- 1. Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 2. 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.
- 3. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- 4. Contractor to provide employment card/identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary /partnership firm/company, place of work, contact number and duration of validity of card.
- 5. 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.
- 6. Contractor will ensure that the job is executed through his employees on his rolls and shall not sub-contract the job.
- 7. 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.
- 8. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- 9. Contractor shall follow all rules and regulations pertaining to Environment safety as lay down by the Government from time to time.
- 10. Contractor to get all his employees insured against all type of risks at his own cost.
- 11. Contractor to ensure that all precautions are taken for safety of himself, his employees and equipment.
- 12. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
- 13. Contractor shall comply with all statutory requirements, rules, regulations, EPF & ESI, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 14. Contractor shall ensure payment of statutory 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.

- 15. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, BHEL would not be responsible for that, in any case.
- 16. 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.
- 17. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- 18. During the work if any damage occurred to BHEL property, the vendor would restore it to the original condition or the cost will be recovered from the vendor including administrative charges.

For & on behalf of "BHEL"

(**Omender Singh**) Engineer (HR-TAX)



UN- PRICE BID

Name of Services	: Providing and maintaining Cable TV services in Transit flats & Dispensary
	in BHEL Township, Sector 17, Noida.

: 04:AA:NOI:ADMN.:Cable TV:112:2016-17 Dated: 01.06.2016

Sl. No.	Description of Item	Unit	Qty. of connec tions	connec	(₹) per ction per onth	Total Amount for all 50 nos. connections per month (₹)
1.	Providing Round the Clock Cable TV Connectivity Services for the enclosed Channel List at "Annexure-IV" including cost of cable, cable laying & fixing etc. complete in all respect in order to make all 50 connections ready to use including maintenance of the cable network as & when required during the contract period at Transit Flats & Dispensary in BHEL Township, Sector-17, Noida.	Nos.	50	In figure xxxxxx	In words	xxxxxxxxxx
2	Amount per month (₹) ' A' XXXXXXXXX					
3	Total amount payable for 12 months (A x 12') XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
4	Service Tax (@%)(₹) XXXXXXXXXXX				xxxxxxxxxxx	
5	Net Payable Amount (₹) XXXXXXXXXXX					
Amou	Amount in Words: Rupees xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx					

Note: The net payable amount should be inclusive of all taxes & duties etc.

(Signature & seal of the contractor)



Annexure-II

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 04: AA: NOI: ADMN: Cable TV: 112:2016-17 Dated 01.06.2016

DECLARATION

I / We hereby declare that no case is pending with the police/ court against the bidder/ firm/ company (Agency). Also I /We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc.

(Signature of Party with seal)

Place:

Date:



ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 04: AA: NOI: ADMN: Cable TV: 112:2016-17 Dated 01.06.2016

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

(Signature of Party with seal)

Place:

Date:



List of Channels to be provided:-

Type of Channel	Channel Name	Channel No.
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	UTV Star	1
	Star Plus	2
	Zee tv	3
	Colours	4
	Sony	5
	SAB tv	6
GENERAL ENTERTAINMENT	Sahara One	7
	Star Utsav	8
	Doordarshan	9
	Life Ok	10
	Zee Smile	11
	Channel V	12
	DD India	13
	B4U Movies	14
	Set Max	15
	ZEE Cinema	16
	Star Gold	17
HINDI MOVIES	UTV Movies	18
	Filmy	19
	Movies OK	20
	Zee Classic	21
	UTV Action	22
	CNN	23
	Star Movies	24
	PIX	25
	НВО	26
ENGLISH MOVIES	Zee Studio	27
	MGM	28
	Movies now	29
	Star World	30
	Comedy Central	31
	Ten Action	32
	DD Sports	33
	Neo Sports	34
	ESPN	35
SPORTS	Star Cricket	36
	Star Sports	37
	Ten Sports	38
	Ten Cricket	39
	TV 24	40
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LOCAL CHANNEL	SITI Bhakti	249
	SITI Haryanvi	250



BIDDER'S DETAILS

Name of the Contractor /Party/ Firm		
Present status of Party, whether		
Present status of Party, whether		
Individual/ HUF/ Partnership		
firm/ AOP/ Public Ltd.		
Company/ Private Ltd. Company		
Name of Representative		
Postal Address		
Phone/ Landline Nos.		
Mobile Nos.		
Fax No.		
E-Mail Address		
Web Site Address (If Any)		
Bank details for payment	Name of Bank:	
through NEFT/RTGS		
	Branch:	
	Account No.:	
	IFSC No.:	
	MICR No.:	

<u>Note:</u> Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the contractor)