

TENDER SPECIFICATION

BHEL RUDRAPUR

FOR

Miscellaneous works at NTPC Tanda site

RFQ No:201811151 dt 02.04.2019

Due Date of Submission of tender: 05.04.2019 at 1400Hours

Opening of Techno Commercial Bids: 05.04.2019 at 1500hrs



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
Component Fabrication Plant,
Rudrapur, Udham Singh Nagar.
Uttarakhand, 263153

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Open Tender Specification No.
RFQ No 201811151 Dt. 02.04.2019

FOR
Miscellaneous works at NTPC Tanda site

One set of Tender documents consisting of
1) Techno-commercial bid - 1 copy
2) Price bid for Installation Package - 1 copy

Book Sl. No.....

Issued To,
M/s,

.....
.....
.....

Refer NIT for Last date of submission
Please note this tender document is not transferable.

For any query related to above tender document, please contact:

- 1) Ajay Kumar ,Engineer (MM/WCM), Email: ajaykumar@bhel.in,
Ph: 05944-257209.
- 2) R..K Saxena , DGM(MM/WCM/CS), Email: Rksaxena@bhel.in,
Ph: 05944-257221.

For and on behalf of
Bharat Heavy Electricals Limited

Sr.Engineer / MM/WCM-Dept.

Place: - Rudrapur
Date:-

NOTICE INVITING TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

To,

Dear Sir / Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two bid system are invited from reputed & experienced bidders (with no deviations shall be considered) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED, RUDRAPUR as per the tender document. Offers of Bidders quoting in single bid shall be rejected. Following points relevant to the tender may please be noted and complied with.

01. SILENT FEATURE

SI.No.	ISSUE	DESCRIPTION
I	TENDER	201811151 Dt 02.04.2019
II	BROAD SCOPE OF WORK	Miscellaneous works at NTPC Tanda site .
III	DETAILS OF TENDER DOCUMENT	
(a)	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc
(b)	Volume-II	Price Bid
(c)	Due Date & Time of Offer Submission	Date : 05.04.2019 , Time :1400 Hrs Tenders can be submitted through representative / in person at designated tender box at BHEL RUDRAPUR.
(d)	Opening of Tender	Date : 05.04.2019, Time :15. Hrs Notes:- (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. 2) Bidder may depute representative to witness the opening of tender
(e)	EMD Amount	Rs 3300/-
(f)	Cost of Tender(Non Re-fundable)	NA
(g)	Last Date for Seeking Clarification	At least 1 days before the due date of offer Submission.

02. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates / Price including discounts / rebates, if any, mentioned anywhere / in any form in the techno- commercial offer other than the Price Bid, shall not be entertained.
03. **EMD** : Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur (along with offer).

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

Offers without EMD shall be outrightly rejected.

For Electronic Fund Transfer the details are as below:-

a. **Beneficiary** -: Bharat Heavy Electricals Limited

Bank Particulars

i).	Bank Name -:	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code)-:	'05944 - 247678 / 247646/ 243843
iii).	Branch Address-:	INDIRA CHORAHA RUDRAPUR ,US NAGAR PIN 263153
iv).	Bank Fax No. (with STD code) -:	' 05944 - 243454
v).	9 Digit MICR Code of the Bank Branch -:	263002001
vi).	Bank Account Number -:	10672521208
vii).	Bank Account Type -:	CASH CREDIT
viii).	11 Digit IFSC Code of Beneficiary Branch-:	SBIN0000708

04. Procedure for Submission of Tenders: The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- a) PART-I consisting of 'PART-I A (Techno Commercial Bid) & 'PART-I B (EMD) in two separate sealed and super scribed envelopes (ENVELOPE-I & ENVELOPEII)
- b) PART-II (Vol-II-Price Bid for package) – In sealed and super scribed envelope (ENVELOPE-III)
- c) One set of each document shall be retained by the bidder for their reference.

05. The contents for ENVELOPES and the superscription for each sealed cover / Envelope are as given below. (All pages to be signed and stamped)

Sl.NO.	Description	Remarks
	PART I A	
	ENVELOPE – I super scribed as : PART-IA (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i	Covering letter / Offer forwarding letter of Tenderer.	
ii	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender.	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Qualification criteria.	

	It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc., pertinent to this NIT.	
v	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not applicable
Vi	Notice inviting Tender (NIT)	
VII	Volume – II : Price Bid	
PART I B		
	ENVELOPE – II super scribed as: PART-IB (EMD / COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i	Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with BHEL Rudrapur.	
PART II A		
	PRICE BID for package consisting of the following shall be enclosed	
	ENVELOPE-III super scribed as: PART-II A (PRICE BID for package) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i	Covering letter / Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID for package(Duly Filled in Schedule of Rates – rate / price to be entered in words as well as figures)	
OUTER COVER		
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
I	o Envelope I o Envelope II o Envelope III	

SPECIAL NOTE:

All documents / annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents

06. SECURITY DEPOSIT

- Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of 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.

- The security Deposit should be furnished before start of the work by the contractor.

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

- Cash (as permissible under the extant Income Tax Act)
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 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).
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Security deposit can also be recovered at the rate of 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. However in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

(Note: In case of small value contracts not exceeding INR 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

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.

- The Security Deposit shall not carry any interest.
- In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
 - The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
 - In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.**
 - Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
 - The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.
 - The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
 - BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

6.1 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

07. Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
08. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
09. **Payment Terms:**
The payment shall be released on progressively after submission of monthly RA bill with ITC invoice/bill (in Three Copies) and based on measurement within 45 days from the date of Submission of proper bill through e-payment mode for which the contractor need to provide following detail/documents:
1. Original Invoice in Triplicate.
 2. Copy of work order.
 3. Copy of work allocation annexure.
 4. Copy of work completion certificate as per WAM-6/WAM-7
 5. Copy payment receipt of PF & ESI of Contractor Employee of work execution period.
 6. Copy Gate Attendance register.
 7. Copy of wage register(form-17).
- (Note: Without above documents bill cannot be processed for payment)
- (Note: Without above documents bill cannot be processed for payment)
- Payment towards work satisfactorily executed will be made to the contractor through e-payment to contractor's account with 45 days(bill processing time shall be 10 days by Executing deptt. & 35 days by FIN deptt.) of submission of bill & verification of work by BHEL (executive level person) on monthly basis. Payments shall be made in line with the rates provided by the bidder in the detailed billing breakup which is in line with BOQ. All payments will be subject to deduction of income tax at source as per applicable income tax rules and service tax shall be payable as per service tax rules
10. Since the job shall be executed at BHEL/site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
11. In case the contractor damages BHEL's material issued to them, then the cost of material shall be recovered from the pending bills of the contractor.
12. For any clarification on the tender document, the bidder may seek the same over e-mail, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
13. BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
14. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

14. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
15. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.

15a. **Integrity Pact (IP)**

- i) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is given at point 1 (xi) above.

- ii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department.

16. The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
17. In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
18. Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise
19. BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
20. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
21. In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
22. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23. Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand-alone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also

24. The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self-certified and

stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25. The bidder may have to produce original document for verification if so decided by BHEL.
26. The bidder's offers with deviations shall be rejected and their price shall not be considered. Hence deviations are not allowed in this tender.
27. Signed and stamped of the tender document is required as a token of no deviation certificate from the bidders.
28. The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL web site www.bhel.com.

27.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the 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”

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

28.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may undergo change from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on “supplier registration page”.

29.1 Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or 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 as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of up to 20% of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement

of MSE bidders within price band of L1+15 %.

29.2 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.

30. Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid

for BHARAT HEAVY ELECTRICALS LTD

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) dtd: ,
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:
RsLacs

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:
RsLacs

(Strike off which is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs Lacs 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 years 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

ANNEXURE - 2

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- A. 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.

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 the '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 the extant guidelines for suspension of the business dealings with the suppliers/contractors (as available on 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 L-1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on the 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 the L-1 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)

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. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
6. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
7. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to BHEL".
8. Reverse auction will be conducted on schedule date & time.
9. At the end of reverse auction event, the lowest bidder value will be known on the network.
10. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action 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.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SCOPE OF WORK AND GENERAL TERMS & CONDITIONS**A. DETAILED SCOPE OF WORK:****1) PROJECT SITE NAME & ADDRESS: NTPC Ltd. TANDA, UTTAR PRADESH****Units:** 2X660 MW.**Address:** Teh :- Tanda, Dist.- Akabarpur, U.P.**Current Status:**

BHEL, CFP, Rudrapur has bagged GENERATOR & MV BUSDUCT PACKAGE and bus duct has been supplied at site. Presently Unit-01 IPBD is under execution by our subcontractor M/s Immense Electrical, Ghaziabad. To speed up the erection work, CT wiring work & installation of marshalling Box is to be carried out by alternate agency on present contractor's risk and cost account.

2) DESCRIPTION OF WORK:**Following are the scope of contractor:****a) Current Transformers has to be installed at following locations:**

Sl. No.	Detail of Work	Qty
		A
1	Neutral Side CT Wiring upto Marshalling Box No. -01 through GI Conduit Pipe as per BHEL Drg.	15
2	Line Side CT Wiring upto Marshalling Box No. -02 through GI Conduite Pipe as per BHEL Drg.	12
3	UT-1A CT Wiring upto Marshalling Box No.-03 through GI Conduite Pipe as per BHEL Drg.	9
4	UT-1B CT Wiring upto Marshalling Box No.-04 through GI Conduite Pipe as per BHEL Drg.	9
5	ET CT Wiring upto Marshalling Box No.-02 through GI Conduite Pipe as per BHEL Drg.	6
6	Material reconciliation as on date of site stores and handover to M/s Immense Electricals in supervision of BHEL Site Incharge.	1 set
		52

- b) All above CTs stands tested by our subcontractor M/s Immense Electricals and installed inside bus duct. Now Further wiring is to be carried out from CT Terminal Box in Bus duct to CT Marshalling Box which will be fixed as per Drg. at a nearby location.
- c) Routing of wiring is through 32 NB GI Conduit pipes and each pipe is to be filled upto 40% with wires as per BHEL Std.
- d) Termination of wire with proper identification through ferrules in each circuit will be checked by BHEL/NTPC. Wires, Ferrules supply will be in BHEL scope.
- e) Marshalling box must be properly sealed with cable gland at the bottom. Marshaling Box & Cable gland will be supplied by BHEL.

- f) Routing of wire is to be properly carried out from busduct and must be away by at least 1 mtr and insulated at the end of Bus duct.
- g) If any problem is noticed during synchronization in these CT wiring and terminations, immediately it needs to be attended by deploying sufficient manpower.
- h) Material reconciliation as on date of site stores is to be carried out by deploying manpower and lifting and transporting equipment's. Crane and trailer, if needed, may be deployed for completing the one-time exercise. Reconciliation activity will be carried out in supervision of BHEL Site Incharge. After the exercise, reconciliated list is to be handed over to M/s Immense Electricals.
- i) Any theft, pilferage, vandalism must be reported by FIR at nearest police station and a copy of FIR may be made available for further statutory requirement to BHEL. All statutory requirement regarding this issue is to be handled & dealt by contractor with assistance from BHEL.

3) **TOOLS & PLANTS, CONSUMABLE MATERIAL & MANPOWER REQUIREMENT:**

- a) Arrangement of required tools for conducting, Wiring & Termination in CT Wiring will be arrange by Contractor.
- b) Cable, Ferrule, Lug, cable gland, conduit pipe will be provided by BHEL.
- c) Shifting of material will be in the scope of contractor.
- d) Subcontractor is responsible to obtain necessary gate passes, work permissions from appropriate authority (NTPC) at site for all his workmen.
- e) Subcontractor is responsible for arrangement of drinking water and construction power at site in coordination with customer & BHEL CFP Rudrapur.

4) **SCHEDULE OF WORK COMPLETION: -**

- a) CT Wiring will be completed within 10 days from LOI/W.O. or material available at site whichever is later.
- b) Material reconciliation will be completed within 7 days of awarded LOI/W.O.

5) **QUANTITY TO BE EXECUTED:**

Sl. No.	Detail of Work	Qty
		A
1	Neutral Side CT Wiring upto Marshalling Box No. -01 through GI Conduit Pipe as per BHEL Drg.	15
2	Line Side CT Wiring upto Marshalling Box No. -02 through GI Conduite Pipe as per BHEL Drg.	12
3	UT-1A CT Wiring upto Marshalling Box No.-03 through GI Conduite Pipe as per BHEL Drg.	9
4	UT-1B CT Wiring upto Marshalling Box No.-04 through GI Conduite Pipe as per BHEL Drg.	9
5	ET CT Wiring upto Marshalling Box No.-02 through GI Conduite Pipe as per BHEL Drg.	6
6	Material reconciliation as on date of site stores and handover to M/s Immense Electricals in supervision of BHEL Site Incharge.	1 set
		52

6) **GENERAL TERMS & CONDITIONS:**

- a) Construction Power will be provided to sub-contractor on chargeable basis.
- b) Boarding, lodging & transportation facility of subcontractor's labours has to be arranged by sub contractor.
- c) Work verification/completion document to be submitted, obtained from BHEL Rudrapur Representative before clearing bill of this site at BHEL, Rudrapur. Site register has to be verified and submitted to Site I/c.
- d) Cleaning of site after completion of tenure of contract.
- e) Warranty: The contractor shall provide warranty against workmanship for 03 months from the date of work verification/completion. In case of any damages noticed during warranty period the same shall be tended/repaired free of cost.
- f) L-1 Party selection will be on the basis of lowest quote of total value (all inclusive) price in the received price bid format. The work will be awarded to only one contractor and comparison will not be made on individual line items of price bid for arriving at L-1 standing.
- g) Other miscellaneous activities which have not been outlined in the scope but are necessary for completion of above work must be done by subcontractor agency free of cost.
- h) Customer's terms and conditions, Safety obligation for agency and General environmental obligation for agency, as applicable to BHEL shall also be applicable to sub-contractor at site except for the terms & conditions mentioned herein which shall be applicable as per Annexure-I.
- i) For payment of service tax (if applicable), the party must furnish a copy of service tax registration certificate and also mention the registration no. on invoice.
- j) Offer to be submitted in two bids in two separate sealed envelopes. Tender No., due date, techno commercial bid/Price bid & bidders name should be clearly mentioned on each envelope.

k) **Payment Terms:**

The payment shall be released upon submission of GST invoice/bill and based on WAM and measurement of work on MB book within 45 days from the date of submission of proper bill through e-payment mode for which the contractor need to provide its bank account details. All payments will be subject to deduction of income tax at source as per income tax, service tax & Security Deposit (if applicable) as per applicable rules. The payment shall be made in following stages:

SL.NO.	PAYMENT TERMS	%AGE OF PAYMENT
1	After completion of CT Wiring in Unit-01.	80%
2	After handing over of reconciliation document to Site I/c	20%

- q) Jurisdiction: -All disputes, claims or actions arising out of under or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.
- r) The contractor shall be deemed to make them self-familiar with the site conditions before actual start of work and is expected to take adequate safety precautions for persons employed by it during execution of the work at site.
- s) The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not have any criminal record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property to NPGC/BHEL/Sub contractor's own persons/any other party caused due to acts & omissions of sub-contractor or its employee during course of execution of work.
- t) Compliance and payment of PF of sub-contractor staff employed for the work shall be the exclusive responsibility of the subcontractor.

- u) The sub-contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.
- v) Bidders are requested to furnish regret letter through email/fax/speed post/courier, if for any reason they are not able to put forward their offer against this tender enquiry.
- w) **Right of BHEL:** BHEL reserves the rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation. To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/ hired/ otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of One week by BHEL in the event of to meet the expenses including BHEL overheads on the differential cost at 10%, over and above the Liquidated damages/penalties arising out of "Risk & Cost". BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- x) **Liquidated Damages (LD):**
If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.

(Signature & Stamp of Bidder)

QUALIFYING CRITERIA FOR TECHNO-COMMERCIAL BID

SL. NO	DESCRIPTION	OFFER
1	Acceptance to Volume-I, Annexure-I (Detailed scope of work), Annexure-III (Contractor's Obligations), & Submitted sealed Bid of Price Bid - Volume-II {Attach: Signed & stamped copies}	Applicable
2	Submission of EMD -Rs. 3300/- (Receipt copy to be enclosed)	Applicable
3	Experience of having successfully executed similar works during last 7 years ending on the due date of opening of this tender: One similar completed work of value not less than Rs 1.32 Lakhs (Basic Value) each. OR Two similar completed works of value not less than Rs 0.82 Lakhs (Basic Value) each. OR Three similar completed works of value not less than Rs 0.66 Lakhs (Basic Value) each. Similar Work is a) Contract executed towards Erection, Testing & Commissioning of Segregated Phase/Isolated Phase Bus duct in Power Project Sites. (Enclose copy of P.O. in support of above). Please note: Completed work means contract closed or in running condition.	Applicable
4	Average annual financial turnover during the last 3 years ending 31 st March of the previous financial year, should be at least Rs 0.49 Lakhs (Enclose copies)	Applicable
5	ESIC Registration Certificate. (Enclosed Copy of Certificate)	Applicable
6	Employee Provident Fund Registration no. (Enclose copy of certificate)	Applicable
7	GST Registration copy (Enclose copy of certificate)	Applicable

NOTE: NON ACCEPTANCE/SUBMISSION OF OFFERS AS PER ABOVE QUALIFYING CRITERIA IS LIABLE TO BE REJECTED IN TECHNO-COMMERICAL EVALUATION STAGE.

Name of the Party: _____

Address of the Party: _____

Email ID: _____

Contact Person: _____

Phone No of Contact Person: _____

Bank A/c No: _____

Bank Name: _____

IFS Code: _____

(Signature of bidder with seal)

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

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him w.r.t of schedule completion of work 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 to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should 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 to indicate the name of the proprietary/partnership firm/company, place of work, contract number 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 will 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 without prior written permission by BHEL.
- 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 to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable. Penalty shall be applicable on subcontractor if safety measure not met by employee.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to 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 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 may take insurance policy of his men, material, equipments and tools and 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 & 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 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.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- 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.
- 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 & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with 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 / equipment / tools and tackles etc and take third 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 & 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 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 employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such 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 to 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.

PRICE BID

CT Wiring & Material reconciliation at NTPC Tanda 2X660 MW Site for Generator & MV Bus duct package.

Sl. No.	Detail of Work	Qty	Rate per Unit	Amount
		A	B	C=AXB
1	Neutral Side CT Wiring upto Marshalling Box No. -01 through GI Conduit Pipe as per BHEL Drg.	15		
2	Line Side CT Wiring upto Marshalling Box No. -02 through GI Conduit Pipe as per BHEL Drg.	12		
3	UT-1A CT Wiring upto Marshalling Box No.-03 through GI Conduit Pipe as per BHEL Drg.	9		
4	UT-1B CT Wiring upto Marshalling Box No.-04 through GI Conduit Pipe as per BHEL Drg.	9		
5	ET CT Wiring upto Marshalling Box No.-02 through GI Conduit Pipe as per BHEL Drg.	6		
6	Material reconciliation as on date of site stores and handover to M/s Immense Electricals in supervision of BHEL Site Incharge.	1 set		
	Sub Total			
	GST @ 18%			
	Grand Total			

- We confirm that all the terms & conditions of this tender enquiry are acceptable to us & we have quoted the rates accordingly.
- We confirm that we are aware of the site & the working environment.

(Signature & stamp of bidder)