

# BHARAT HEAVY ELECTRICALS LIMITED



(A Govt. of India Undertaking)

ELECTRICAL MACHINE REPAIR PLANT

Plot No. D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East), Mumbai – 400 093.

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## NOTICE INVITING TENDER

NIT No: BHEL/EMRP/SC/W/210403885

Date: 06-05-2021

W.O. No.: 9875-14

Project: Tapovan Vishnugad HEP (NTPC)

M/s. \_\_\_\_\_

**Sub.: NIT for Laying out Earthmat Grid for Above Ground Area in power house At Tapovan Vishnugad HEP site.**

Sealed tender are invited in two-bid system for laying of Earth Mat at Tapovan Vishnugad HEP, site, you are requested to submit your most competitive offer for laying the subject Earth Mat as per price Proforma enclosed along with EMD of Rs. 72,000.00 in separate cover and earmarked as "EMD".

### **A. Scope of Work:**

Work Description	Remarks
MS Rods Dia 28 MM	Work Contract for Laying of Earthmat Grid for Above Ground Area At Tapovan Vishnugadh HEP as per NTPC Drawing No: 5505-906-H199-PVE-U-014, 5505-906-H199-PVE-U-015 & 5505-906-H199-PVE-U-016 (Qty.10000 Mtr.)
GS Flats 65 MM X 8 MM	Work Contract for Laying of Risers for Above Ground Area At Tapovan Vishnugadh HEP as per NTPC Drawing No: 5505-906-H199-PVE-U-014, 5505-906-H199-PVE-U-015 & 5505-906-H199-PVE-U-016 (Qty. 1500 Mtr)

### **B. Technical Terms and conditions:**

1. Welding to be carried out by qualified vendors having valid welding certificate.
2. All welding joints are subjected to DP test.
3. E-7018 electrodes are to be used of reputed makes such as Essab, Advani, L & T with relevant material certificates for welding work.
4. Please quote in Indian Rupee, (INR) offer received in other currency will not be accepted.

### **C. Scope of Contractor:**

1. Construction power for carrying out the above job shall be arranged by the contractor.
2. All T & P execution of the work such as cutting, bending, welding etc shall be arranged by the contractor including welding generator.
3. welding electrodes are in vendors' scope.
4. Earth Mat material shall be made available at the site / power house by BHEL.
5. Man Power required for the job shall be arranged by the contractor.
6. Watch & ward of the site during the execution of the work shall be in contractor' scope.
7. Contractor should take the insurance of all their men at work and material too.

**Importance Note:**

1. The offers of the bidders who are on the banned list, as also the banned list of offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms available on BHEL site [www.bhel.com](http://www.bhel.com).
2. "MSE suppliers can avail the indented benefits only if they submit along with offer attested copies of either EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure – I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE suppliers till the supplier submits these documents."

Commercial terms & conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offer should be submitted strictly in accordance with the same.

Tender Enquiry: BHEL/EMRP/SC/W/210403885 Date: 06-05-2021

Tender Submission Date: 26-05-2021 up to 2.00 pm.

Tender Opening Date: 26-05-2021.2016 at 2.30 pm. in conference Hall.

Anticipating your reply

Yours Faithfully

For Bharat Heavy Electricals Limited

*8/5/21*  
*6/5/21*

Annexure-I

Tender Enquiry: BHEL/EMRP/SC/W/210403885

Date: 06-05-2021

Bidder's Ref. No. \_\_\_\_\_

**NO DEVIATION CERTIFICATE**

**PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS**

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following Proforma. **Deviation not listed in the following deviation performa, even if mentioned elsewhere in the offer document shall not be considered.**

Sl.	Clauses	Accepted	Not Accepted	Deviation
A.	<b>Scope Of Work</b>			
1	Laying of Earth mat at Tapovan Vishnugad HEP site.			
B	<b>Technical Terms &amp; Conditions</b>			
1	Welding to be carried out by qualified vendors having valid welding certificate.			
2	All Welding joints are subjected to DP test.			
3	E-7018 electrodes are to be used of reputed makes such as Essab, Advani, L & T with relevant material certificates for welding work.			
4	Please quote in Indian Rupee, (INR) offer received in <u>other currency will not be accepted.</u>			
C	<b>Contractors Scope</b>			
1	Construction power for carrying out the above job shall be arranged by the contractor.			
2	All T & P execution of the work such as cutting, Bending, welding etc. shall be arranged by the contractor including welding generator.			
3	Earth Mat material shall be made available at the site / power house by BHEL			
4	Man power required for the job shall be arranged by the contractor			
5	Watch & ward of the site during the execution of the work shall be in contractor's scope.			
5	Contractor should take the insurance of all their men at work and material too.			
C	<b>Commercial Clause:</b>			
1	Price Clause 1.1			
2	Validity Clause 1.2			
3	Price Variation Clause 1.3			
4	Work Completion Clause 1.4			
5	Work Place Clause 1.5			
6	Payment terms Clause 1.6			
7	Taxes & Duties Clause 1.7			
8	Insurance Clause 1.8			
9	Inspection Clause 1.9			
10	Interpretation of Contract Clause 1.10			
11	Evaluation criteria Clause 1.11			
12	Earnest Money Clause 1.12			
13	Security Deposit Clause 1.13			
14	Force Majeure Clause 1.14			
15	General Terms & Conditions Clause 3.1 to 3.10			

We confirm acceptance of all other terms and conditions of NIT.

**Signature of the bidder  
Seal of the company**

**Annexure-II**

**Pre-Qualification Criteria**

Tender Enquiry No. **BHEL/EMRP/SC/W/210403885**

**Date: 06-05-2021**

Bidder's Ref. No. \_\_\_\_\_

1. Bidder should have relevant experience in this field of work as required, bidder to submit relevant documents e.g., previous work orders, certificate for support of the same.
2. Vendor should submit copy of PO for the execution / completion of similar work as mentioned above in last seven years ending last day of month previous to the one applications are invited should be either of the following:
  - a) Three similar completed work costing not less than Rs.14.4 Lakh.  
OR
  - b) Two similar completed work costing not less than Rs.18.0 Lakh.  
OR
  - c) One similar completed work costing not less than Rs.28.8 Lakh.
3. Average annual financial turnover during the last three years ending 31<sup>st</sup>. March of the previous financial year should be at least Rs.10.8 Lakh.
4. Financial standing through latest I.T.C.C. Annual report (Balance sheet and Profit & Loss Account) of last year three years,
5. Bidder has to submit along with their offer: IT return, GST, PAN No. And other relevant licences / certificates

**Note: Necessary supporting documents should be submitted along with technical bid**

**Authorised signatory,  
with seal of the company**

Annexure-III

Tender Enquiry No. BHEL/EMRP/SC/Y/210403885

Date: 06-05-2021

Bidder's Ref No: \_\_\_\_\_

Proforma for Price Bid Part "B"

Description	Qty. (Mtr)	Unit Rate per no as per total cost to BHEL as per break up below in ₹	Total Price
Work Contract for Laying of Earthmat 28MM DIA MS Rods for Above Ground Area at Tapovan Vishnugadh HEP as per NTPC Drawing No: 5505-906-H199-PVE-U-014, 5505-906-H199-PVE-U-015 & 5505-906-H199-PVE-U-016	10000		
Work Contract for Laying of Risers 65 X 8 MM GS Flats for Above Ground Area at Tapovan Vishnugadh HEP as per NTPC Drawing No: 5505-906-H199-PVE-U-014, 5505-906-H199-PVE-U-015 & 5505-906-H199-PVE-U-016	1500		

Break-up of above total unit rate

Sr. No.	Description	Work Contract for Laying of Earthmat 28MM DIA MS Rods for Above Ground Area at Tapovan Vishnugadh HEP as per NTPC Drawing No: 5505-906-H199-PVE-U-014, 5505-906-H199-PVE-U-015 & 5505-906-H199-PVE-U-016	Work Contract for Laying of Risers 65 X 8 MM GS Flats for Above Ground Area at Tapovan Vishnugadh HEP as per NTPC Drawing No: 5505-906-H199-PVE-U-014, 5505-906-H199-PVE-U-015 & 5505-906-H199-PVE-U-016
1	Basic rate per unit		
2	Total Qty. (Mtr.)	10000	1500
3	Basic Cost		
4	P & F Charges		
5	Transportation cost		
6	Demonstration cost		
7	Other Charges if any		
8	Subtotal (3+4+5+6+7)		
9	GST on (7)		
10	Total (7+8)		

Note:

1. Vendors should clearly indicate the rates of GST as per above Proforma.
2. Final evaluation shall be carried out after considering GST credit available to BHEL.

**Authorized Signatory,  
With Seal of company**

**D. COMMERCIAL TERMS AND CONDITIONS:**

**1.1 Price:** Price should be quoted strictly as per proforma for price bid, Price to be inclusive of all the factors taken in to consideration whichever comes in the scope of the contractor. Price will be calculated on the basis of total landed cost to BHEL as per the price proforma.

**1.2 Validity Clause:** Price offered to be valid up to **90 days** from the date / extended date of technical bid opening.

**1.3 Price Variation Clause:** Price offered shall remain be firm and valid till complete execution of the order / work without any escalation / increase for any reason whatsoever.

**1.4 Work Completion Period Clause:** As per the site requirement (**Approximately Two Years**) (Remove the staff if no work front is available for one month or more))

**1.5 Work Place Clause:**

Site Address
BHEL Site Office
C/o NTPC Ltd
Tapovan Vishnugad HEP (Site Joshimath)
Distt: Chamoli,
State: Uttarakhand 246 443.

**1.6 Payment Terms:**

- No advance payment will be made.
- Progressive payment will be made on the certification of work certified by NTPC representative & BHEL site in-charge within 90 days after submission of your bills/invoices and all relevant documents.
- Final payment will also be made on the certification of full completion with satisfaction of work certified by NTPC representative & BHEL site in-charge within 90 days after submission of your bills/invoices and all relevant documents.
- Payment will be made through e-payment only. Vendor should furnish all bank details along with the technical bid.
- In case of any deviation to the payment terms mentioned above, loading shall be done on the basic price with the PLR (Prime Lending Rate) of SBI + 2% for the period of relaxation sought by the bidder (PLR will be considered from the date of technical bid opening)

**1.7 Taxes & Duties Clause:** Bidders to clearly specify the taxes and duties applicable on the date of submission of offer. However, any statutory variation in the rates and taxes and duties after the date of submission shall be considered and actual rates applicable at the time of execution of work shall be payable at actual against documentary evidence.

**1.8 Insurance Clause:** All Insurance for men at work and material / BHEL material at site shall be in contractors' scope. Successful bidder to submit a copy of the same.

**1.9 Inspection Clause:** Work shall be inspected by BHEL or through BHEL nominated inspection Agencies / representative.

**1.10 Interpretation of Contract Clause:** In case of two or more interpretations or differences in any of the technical specifications or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final & binding.

**1.11 Evaluation Criteria Clause:** Price evaluation shall be done on the basis of landed cost of full & complete work as per tender.

**1.12 Earnest Money Clause:** Contractor should submit the EMD of Rs. 72,000.00 (Rupees Seventy-Two Thousand only) along with the technical bid by the way of demand draft issued by nationalised banks in favour of "Bharat Heavy Electricals Limited". The EMD amount will be refunded to the unsuccessful bidder after finalization of the contract; the EMD will not carry any interest.

**1.13 Security Deposit:** Successful bidder shall deposit security deposit amount of 5% of the total contract basic price. Contactor may opt for paying 50% of security deposit in the form of DD / Bank Guarantee / Fixed deposit in favour of "BHARAT HEAVY ELECTRICALS LIMITED", balance 50% will be deducted from the contractors' running bills at the rate of 10% of the bill value. Security deposit will not carry any interest.

**1.14 Force Majeure:** In case of any unforeseen eventuality like earthquake / land slides / floods / riots / other unforeseen event, matter will be discussed between BHEL & contractor.

**1.15 General terms & Conditions Clause:** Vendor to agree the general terms & condition clauses 3.1 to 3.5 and confirm acceptance.

## **2. PROCEDURE FOR SUBMISSION OF TENDER**

2.1 Bidder shall submit the offer in two bid system in two different sealed covers.

2.2 Part 'A': Techno-Commercial Bid + EMD Cover

2.3 Part 'B': Price Bid

**2.4 Tender No., date and due date of opening should be written on both the covers.**

2.5 These two covers shall then be placed in a large cover and sealed. The Large cover should also have Tender no., Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before due date and time.

**2.6 Part 'A' - Techno Commercial Bid:** Techno Commercial Bid shall contain technical and commercial offer as per NIT Proforma, indicating acceptance of NIT terms, as per Annexure-I. Acceptance of all technical and commercial terms and conditions given in the format **Annexure I.** (No Deviation certificate and deviation Proforma), duly filled in signed as required. Blank Price Bid Proforma indicating only the rates of taxes and duties applicable, **without rate / price for material**, should be enclosed with the techno-commercial bid Part A.

2.6 Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable. Date of opening of price bid shall be communicated to only those bidders whose Techno-Commercial bid will be accepted.

**2.7 Part 'B':** Price Bid Part B should contain only the price duly filled in Price Bid Performa Annexure II, **without any terms and conditions**. Any terms and conditions, if mentioned in the price bid, shall be ignored and not considered. Price Bid received in open condition will be considered only if the offer is technically and commercially accepted without any deviation. The offer received having price bid in open condition and with technical / commercial deviation will be rejected.

2.8 Techno-Commercial bid shall be opened first and after freezing all technical and commercial conditions only the price bid is opened.

2.9 The date for price bid opening shall be intimated to all the techno-commercial qualified bidders before price bid is opened.

2.10 The bidder will also be informed, if their techno-commercial bid is not acceptable.

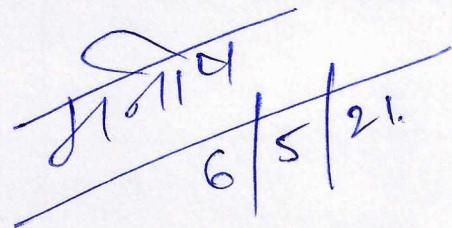
2.11 Bidders will be allowed submit the impact on their quoted prices due to changes in technical scope specifications, commercial terms/conditions, only if in the opinion of BHEL such changes warrant changes in prices. BHEL may also accept revised priced of there are major changes in scope. The decision to invite revised price-bid will be solely decided by BHEL.

### **3. GENERAL TERMS AND CONDITIONS**

- 3.1 BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.
- 3.2 Tender should be free from over writing and erasers, additions if any, must be attested.
- 3.3 Purchase Order will be subject to general conditions of purchase prevailing in Bharat Heavy Electricals Limited.
- 3.4 Any dispute arising out of this shall be referred to the sole arbitration of Unit Head, BHEL, EMRP, Mumbai OR any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Mumbai.
- 3.5 All suits in respect of this NIT shall be in the courts of Mumbai.
- 3.6 In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL.
- 3.7 In case dispute is not settled in conciliation proceedings too, the same shall be referred to sole arbitration of General Manager of the Department/Executive Director of the unit or any person nominated by any of them as per corporate Guidelines of BHEL and the arbitration proceedings shall be taken out as per provisions of the Arbitration and Conciliation Act 1996 as amended read with BHEL's Corporate guidelines in force.
- 3.8 The place of arbitration shall be at Mumbai only.
- 3.9 The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings.
- 3.10 "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable."

Yours Faithfully  
For Bharat Heavy Electricals Limited



A handwritten signature in blue ink, appearing to read "J. S. 114", is written over a blue diagonal line. To the right of the signature, the date "6/5/21" is handwritten in blue ink.